The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on Page X.

VOL. LXIX. Saturday, May 16, 1925. No. 32

Current Topics.

The New Admiralty Judge.

AS WE GO to press we learn that Mr. BATESON, K.C., has been appointed to the puisne judgeship now added to the Probate, Divorce and Admiralty Division. The appointment will give general satisfaction. Mr. BATESON has practised in the Admiralty Court for nearly forty years, and almost from the commencement of his career has enjoyed a large and weighty practice. For the first score of those years he was associated in chambers with Sir MAURICE HILL, his fellow-puisne, but after these friendly rivals took silk circuit etiquette compelled them to move into distinct sets of chambers, so that a long, informal partnership met with a temporary severance. It will now be renewed on the Bench. Mr. BATESON has a profound knowledge of all the details of Admiralty law and practice, so that his accession to the Bench is evidently intended primarily as a representative of the Court of Admiralty. Of course his duties will require him to try Divorce and Probate cases as well; but judges of that Division are not required to go on circuit. That experiment, indeed, was once tried in the case of the Chancery Division, but it is now generally felt better to confine criminal trials to the sphere of the King's Bench judges.

The Attorney-General's Bereavement.

SIR DOUGLAS MCGAREL HOGG is so universally esteemed amongst solicitors, barristers and Members of Parliament, that the sympathy of everyone has gone out to him upon the occasion of his recent sad bereavement. Lady HOGG, who died suddenly the day after she attended in her semi-official character the opening day of Wembley Exhibition, was not only the wife of an English Attorney-General, but the daughter of a distinguished American judge. In her own person she acted as one of those links which help to bind together more closely the two great English-speaking nations, each of which bases its system of jurisprudence upon the Common Law. This bereavement must be an additional burden to Sir DOUGLAS, upon whom has fallen the brunt of legislative work in the House of Commons this Session, since most of the Bills which have become Acts this year have been difficult measures dealing with grave changes in the law, and requiring much industry to master and patience to expound. Even heavier work in this direction lies before the bereaved Attorney-General in the remainder of the Session. Highly controversial measures, such as the Rating Bill and the Administration of Justice Bill, are bound to prove a severe tax upon his energies and resourcefulness in debate.

The Alleged Foreign Office Secret.

AN EXTRAORDINARY cable from New York occupied a place of prominence in every daily newspaper on Monday. This cable purported to contain extracts from a document which, if authentic, indicates circumstances in which the Treaty of Versailles may be revised in relation to Germany's eastern frontier; both British and French security are discussed. The document is stated to have been circulated by the British Foreign Office amongst members of the British Cabinet. According to the account cabled from New York, the document expresses doubts as to the capacity of the League of Nations to defend adequately the peace of Europe under the arrangement made by the Treaty of Versailles, and suggests revision accordingly. Of course, everyone is aware that there have been negotiations between the Allied Powers and the German Government in connection with the German declaration a month ago that Germany would accept for ever the readjustment of her western frontier made by the Treaty of Versailles, and would not attempt to obtain a readjustment of her eastern frontier by force of arms. Whether the alleged secret document goes any further than this we cannot guess; but it is unfortunate that secrets of this kind—if they exist—should be disclosed to the foreign press by persons who have access to them. Obviously some effort is overdue to prevent those leakages which seem to take place notwithstanding the prohibitions of our own Official Secrets Acts and the corresponding laws of allied countries. Probably by the time this note is in the hands of our readers the matter will have been fully ventilated in Parliament.

Costs and the Law.

A propos of the interesting correspondence on the "Costs of the Law" which has been appearing in our columns, an experienced junior of the Common Law Bar, of whose shrewdness and common-sense we have a very high opinion, but whose views we must not be understood to endorse in every detail, has supplied us with the following topics: Lord BIRKENHEAD is undoubtedly right, he says, in ascribing the very large fees earned by fashionable leaders at the Bar to the unwillingness of solicitors to brief men whose names are not household words in the legal profession. The solicitor, of course, is in a very difficult position. The client relies on his solicitor's judgment to select a barrister who will win his case, if it can be won. Now, victory is very uncertain in the courts, especially in the common law courts, and most especially in jury cases, even if you happen to have the overwhelmingly good cause which the lay client always imagines himself to possess, sometimes with undue confidence. Consequently the solicitor has always to allow for the very considerable probability of his counsel losing the case, however well he does it. Now, if counsel is a famous man, even although he loses, the lay-client can scarcely blame his solicitor. But if counsel is comparatively unknown and has the misfortune to lose, then the lay-client is almost certain to loudly animadvert on the folly of his solicitor; and he will do so even if counsel has in fact quite obviously fought the case heroically and in the very best forensic style, to the visible admiration of bench and bar. What, then, is the solicitor to do? He naturally prefers to advise the retention of a man of first-rate reputation, if the client can stand the heavy fee involved. If the leader or junior so selected is so busy that he can only attend for an hour or two to this particular case, that risk must just be taken. This seems to be one of the reasons why some fashionable silks and juniors get so much more work than they can possibly do, whereas hundreds of equally good men, but with comparatively unknown names, seem quite unable to get briefs at all. The lay-client's tendency to expect victory and his inability to judge whether his counsel has done well or not place the solicitor in a very invidious position.

The Choice of Counsel.

BUT EVEN supposing the solicitor is heroically indifferent to the danger of his client's reproaches, and decides to do the very best for him, whether he appreciates it or not, as fortunately most conscientious solicitors in the long run do decide, the position is not very much better. The same situation arises, of course, when the lay-client cannot or will not pay a large fee. In both those cases the solicitor has to find a good man at the bar who will take a low fee. This necessarily means a man who is very little known and whose name has not got very much into the Reports. But how is the solicitor to discover such men? It is easy enough for barristers who have by any chance a personal case of their own to find a first-class advocate to fight it for them; for the Bar knows thousands of good men who have never succeeded in "getting known." But solicitors do not live in this intimate touch with the Bar, and therefore have practically no means of discovering new men for themselves. If a solicitor is debarred from briefing a man with an established position, he seems, in practice, to have only three methods of finding counsel. In the first place he may rely on his judgment of such barristers as he meets in ordinary social intercourse and may select one who impresses him as likely to prove good in court. Unfortunately judgments of this kind, as most solicitors know to their cost, are very apt to prove mistakes. A man who in private life seems to have every quality of appearance, speech, manner and mind which should adorn the Bar, often makes a poor show in court when actually briefed. And the solicitor who selects a private friend to fight a case, even if his judgment proves sound and counsel does the work most excellently, lays himself open to sneers and suspicion at the hands of the client if he loses. It must always be remembered that a good man often loses a good case; so much depends on the idiosyncrasies of the tribunal. Hence this method of selecting counsel requires much moral courage as well as firm reliance on his own judgment of counsel on the part of solicitors. It is scarcely surprising that, except in the lowest rungs of professional work where the lay-client is too insignificant to matter much, solicitors hesitate very much about offering a brief to an unknown counsel who has made a very favourable impression on themselves. Of course, if the lay-client himself knows a man at the Bar and believes in him, the situation is very much simplified. Indeed, it is largely in this latter way that new men get their first start at the Bar.

Selection by Recommendation.

A SECOND PLAN which the solicitor may adopt is to ask some busy junior at the Bar to recommend him a good man who is willing to take work too small for the established practitioner. Or perhaps more frequently the solicitor's managing clerk asks the barrister's clerk. Unfortunately, neither method seems to lead to good results. The reason is very clear to everyone at the Bar, although perhaps not so obvious to solicitors who live outside the precincts and arrangements of the Bar. A successful barrister has his chambers full of men whom he has a sort of moral obligation to provide for, if he can; these are ex-pupils, devils, or the barrister sons and relatives of solicitors or lay clients who have backed him at the Bar and whom he has not unnaturally been willing to take into his own chambers when they are called. Etiquette in chambers makes it almost a duty on his part to recommend one of these men thus associated with himself whenever he gets a chance. Some men at the Bar don't do so, and they are pretty generally regarded as men who are not behaving "decently" to those in chambers with them. And, of course, the barrister's clerk is similarly tied for even more obvious reasons to men in his chief's chambers. The result is that juniors thus recommended by counsel are simply men who happen to be in chambers with themselves, and to whom they wish, for very natural and often quite good-natured or even generous reasons, to do a good turn. Such a man may or may not be a good man. But the chances are rather against it. For everyone with any influence who gets called to the Bar knows beforehand the all-importance of getting into "good chambers," i.e., chambers with a large practice; thus hundreds of men are trying to get in for one vacancy that exists in such sets of chambers; consequently those men succeed in getting in who have some private source of influence, rather than those who have great capacity for success at the Bar. The result is that the solicitor who chooses his counsel on the recommendations of successful juniors is very seldom satisfied with the result.

The Briefing of Devils.

THE THIRD METHOD open to a solicitor in actual practice is to find out the men who "devil" for successful counsel, and to entrust briefs with low fees to these devils. This is probably the most useful and satisfactory plan, and many solicitors are quite good at finding reliable men with some experience by carefully noting the names of every counsel they have known to "devil" a case for some big man who has taken the brief but been too busy to appear. But even this reliance on "devils" is not by any means a completely successful plan. For here again human nature enters in. Theoretically a member of the Bar who has to devil his cases ought to select the best junior he can find who is willing to do the work. But in practice a barrister cannot very well send "devilling" outside his own chambers; he must give the chance to somebody in chambers with himself—usually an ex-pupil or someone else with claims upon him. Again, it must be admitted quite candidly that successful barristers, having a

very keen struggle for existence and always in danger of suddenly losing all their work to a more attractive rival, are not very anxious to push or give opportunities to any unknown junior who is obviously likely to prove a formidable rival. Some men are very generous in this respect, and go out of their way to help unknown talent; probably more men of this generous type exist at the Bar than a cynic would expect, for the Bar is a not ungenerous profession; but inevitably such men are the exception rather than the rule. Other men, from conscientious rather than generous motives, feel that they must do the best they can for the client even although they may be raising up a dangerous rival; these, too, employ the best men they can find as devils. But we are very much afraid that too many barristers are rather apt to entrust devilling in court—as distinct from drafting pleadings in chambers—to some junior who will do the work passably and not discreditably, but is not likely to do it so well as to make the solicitor prefer him to his chief. The result is that devils are often an extremely unsatisfactory body of men from the client's point of view, and the solicitor often finds that a devil whose services are in great demand is not necessarily a good substitute for the practitioner he represents.

The Problem of Discovering Counsel.

SUCH ARE THE views of our esteemed contributor. We must not be taken as in complete agreement with them. To some extent, if he will pardon us the liberty we take in saying so, they seem a trifle "disgruntled." Surely he is unduly cynical about the selection of devils by successful juniors at the Bar, and probably the considerations which induce barristers to choose from amongst the numerous applicants for a seat in these chambers are not quite so worldly-minded as our correspondent suggests. But it must be admitted that the Bar contains very large numbers of obviously good men, whose knowledge of law is quickly ascertained by those who dine and lunch with them in hall, who fight well every small matter they happen to get in court, and who are obviously fluent and impressive speakers, yet who never seem to get any work except an occasional odd case which no one else wants. Yet barristers seldom mention the names of these men to solicitors nor is the solicitor always favourably impressed if one of them is recommended to him by some generous admirer. Solicitors have had so many "duds" recommended to them that they are naturally somewhat suspicious. In fact, in this imperfect world, when people do recommend a man to you for any sort of job they usually recommend a man they don't want themselves or some friend they wish to help; they do not recommend people of special excellence; on the contrary the person who has discovered a first-rate employé or expert is rather apt to keep him to himself. Therefore the discovery of new talent in any profession or vocation is no easy matter for the discoverer who is necessarily not moving every day within the ranks of that vocation. This, we think, rather vitiates Lord BIRKENHEAD'S suggestion that solicitors should brief the good men who are *not* busy in preference to those who are. The trouble is to find the former. It is easy enough to find any number of men who are not busy and therefore are available at low fees; but how is the solicitor to know whether or not they are good? He cannot always tell until it is too late for his client's interests. In fact Lord BIRKENHEAD'S advice rather resembles the old advice as to how one should catch birds by putting "salt on their tails." Certainly, the problem is a difficult one. We should be glad to hear from solicitors who have practical "wrinkles" for finding out good counsel. Some solicitors are certainly much more astute than others in this delicate art.

A New Professional Journal.

IT HAS always been the tradition of THE SOLICITORS' JOURNAL to welcome in no grudging spirit new professional journals which make their appearance in the press. It is therefore our pleasant duty to offer a tribute of appreciation to the *Estates Review*, the quarterly organ of the NATIONAL ASSOCIATION OF AUCTIONEERS, HOUSE AGENTS, RATING SURVEYORS AND VALUERS, founded last year; this, the first issue of the journal, is dated May, 1925. Its contents are extremely varied and interesting; they cover that indefinite ground which is a sort of debatable territory between solicitors and estate agents. Indeed, the editor, we understand, is a barrister, a member of Lincoln's Inn, and the editorial offices are at Old Buildings, Lincoln's Inn. The journal consists of about 100 pages of octavo size; the type is a legible long primer, and the typography is extremely neat and legible. Articles on points of Real Property Law, notes on Bills in Parliament affecting estate agents, short notes on cases of interest to the same class of professional men, news of many kinds, correspondence and reviews; these form the chief items in the literary *menu*. The National Association, of course, is only one of a number of bodies which represent various aspects of the profession of estate agents; it must not be confused with the Institute of Auctioneers, or the Incorporated Society of Auctioneers and Landed Property Agents, two rival bodies which seem to serve similar purposes. The National Association, it is stated in the *Estates Review*, has over 2,000 members, has established a college for the purpose of conferring diplomas on its associated students after training and examination, and is formed with the object of upholding a high standard of professional conduct. The journal certainly is a production which does the Society credit.

Headquarters of the National Association.

THE NEW Association has chosen as its headquarters a set of chambers in Old Buildings, Lincoln's Inn, so that it apparently intends to emphasise the complementary character which its work and that of conveyancers bear to one another. We gather from one statement in the *Estates Review*, however, that the Association is anxious *not* to train its members to do work which should be done by solicitors, *but* to see that estate agents endeavour to place in the hands of lawyers work which requires legal skill and which sometimes at present is attempted by some house agents without the intervention of a solicitor and with disastrous consequences to their clients. If its efforts in this direction should prove successful, solicitors will have every reason to feel that the new Association will have justified its existence. Certainly, its selection of Lincoln's Inn as its headquarters should help in that direction. In ancient precincts such as an Inn of Court tradition and respect for the amenities of professional life are certain to prove strong. We should mention, by the way, that the Institute of Auctioneers has also recognized the value of a site near the great headquarters of conveyancers and solicitors, since the College of Estate Management, which prepares for the London University degree in that branch of applied science, and the new "Institute" building—a stately and handsome pile near the Great Institute—are situated at commanding view points in Lincoln's Inn Fields.

The Legal Origin of Auctions.

CHATTEL AUCTIONEERS, as the *Estates Review* reminds its readers, are mentioned by a Roman writer of the first century, and at the time of William the Conqueror there were a large number in practice in England. "Auction" is derived from the Latin "auctio"; it is an arrangement for increasing the price by exciting competition amongst purchasers. The Scottish "roup" (synonymous with the English auction) differs from the ordinary auction in having a judge of roup, and in sales of land and "upset" price. Conditions of sale are called in Scotland "Articles of Roup." An auction may, in regard to the method of accepting bids, be conducted in various ways; a hammer is ordinarily used, but the running of a sand glass or the burning of an inch of candle (hence the term "sale by the candle") may be used.

The New Public Rights on Commons.

Solicitors will not need to guide their clients through the mazes of the Consolidation Acts, but those who advise landowners should take careful note of s. 193 of the Law of Property Act 1925. For this section creates an entirely new right in English land, carved out of that of the owner of the soil, who in most cases will need to be vigilant if he is to prevent the exercise of it from damaging his property.

It seems extraordinary that, amongst the great privileges the Englishman's law has conferred on him, the right to loiter on the soil of his native land or to "spend an hour to muse alone" is not one; but the well-known decisions of *Harrison* v. *Duke of Rutland*, 1893, 1 Q.B. 142 (the grouse-drive case), and *Hickman* v. *Maisey*, 1900, 1 Q. B., 733 (the turf spy case), show that he can only "pass and repass" on a public highway, and the tentative suggestion of Phillimore, J., in *Hadwell* v. *Righton*, 1907, 2 Q.B. 345, that there may be a "jus morandi" can hardly be supported on the other authorities. Moreover, since there is no right to loiter on a public highway, *à fortiori* there is none on other privately owned land, and except on certain regulated commons, every individual lingering on the soil of England, save under right personal to himself as owner, lessee, licensee, commoner, inhabitant of a parish, etc., is technically a trespasser.

After this year the section above mentioned provides, with certain safeguards, that members of the public shall have "rights of access for air and exercise" to certain commons and waste lands. The drafting is perhaps not as clear as could be wished, but the lands affected appear to include (1) All open common land near London or the large towns; (2) "Manorial waste," not necessarily subject to rights of common; and (3) Other land subject to rights of common, if specially dedicated for this purpose by the owner as provided. This would presumably include enclosed common fields and commonable lands—Lammas, slack, stinted pasture, cattlegates, etc.

When the section applies the Minister of Agriculture may impose limitations or conditions on the new public right to prevent private rights being injuriously affected. The new right expressly excludes those of driving vehicles, camping or lighting fires, and there is also a saving for the owner's necessary rights connected with getting minerals.

Neither in the section itself nor in s. 205 (containing general definitions) is "manorial waste" defined, and much may depend on how these words are construed. By s. 205 (1) (ix) manor includes reputed manor, but even so, there would have to be some sort of evidence that the waste land was within the ambit of an ancient manor. Given the existence of a manor, the extent of its wastes is discussed at some length in the judgment of Watson, B., in an old foreshore case, *A.-G.* v. *Hanmer*, 1858, 27 L.J. Ch. 837. It is to be presumed that those responsible for the Act were satisfied that "manorial waste" included all considerable stretches of unenclosed ground not subject to rights of common, otherwise the discrimination would be unfair as between one owner and another. Otherwise, also, the ordinary wayfarer, knowing of the new right and seeking to exercise it, would find that it led him to wander as a trespasser, and so to entrap him.

If the section is fairly construed it should include all the foreshore in private hands (or in the Crown, since the Act binds the Crown, with the express exception of land used for military, naval or air force purposes), downlands like those of Sussex, hills like the Malverns, the mountainous lands of Cumberland, Westmoreland, and the Peak, and ordinary grouse moors. So far as it applies to the foreshore, it will no doubt sweep away the classical old case of *Blundell* v. *Catterall*, 1821, 5 B. & Ald. 268, in which it was laid down with much learning, but, perhaps, with not so much common-sense, that the public had no inherent right to bathe off the foreshore. The right to air and exercise will no doubt include the right to undress, subject to the laws of decency, and a temporary shelter for undressing should not be a "camp" within the section.

Owners of foreshore will chiefly need to preserve their rights to make wharves and quays, take shingle, etc., and probably they can do this without the intervention of the Minister of Agriculture; but those with sporting rights over moor, woodland, or down ought to take counsel with their legal advisers as to an application to the Minister of Agriculture. Probably he will have to decree a close time during the nesting season (the "fence month" of the old forest laws during the fawning is an analogy, when commoners' rights were barred) and evolve give and take rules during the shooting season. But he will not do so in respect of any particular land unless the owner makes application to him.

The amenities of privacy may be affected. A house facing a shore from which trespassers could be excluded would no doubt command a higher price than that opposite one open to the public, and thus the owner's beneficial right might be injuriously affected by the section. But our law does not recognize any easement of prospect or privacy (see Parker, J., in *Browne* v. *Flower*, 1911, 1 Ch. 219, at p. 225), and it is to be presumed that, in the circumstances, the Minister of Agriculture could not interfere, and the loss would have to be written off. This will be fair if all owners are equally affected.

The question whether local bodies may protect the new right will also be of public interest. So far as rights of way and common are concerned, district councils have powers conferred on them by s. 26 of the Local Government Act, 1894. The new right is not one of common, and not exactly a right of way, the distinction being shown in *Abercromby* v. *Fermoy Town Commissioners*, 1900, 1 T.R. 302. But obviously this right ought to have the protection of local bodies, and, if s. 26 is not wide enough, it should be amended to include it.

Alfred Fellows.

The Calendar of Newgate.

I.—The History of Executions.

In all this world so wide, to adapt a phrase of Rudyard Kipling, there is perhaps no stranger compilation than those Records which go by the name of the "Newgate Calendar." The Social History of England in the seventeenth, eighteenth, and early nineteenth centuries is inscribed therein on a monument more enduring than brass to be deciphered by the discerning reader. The immense revolution in our legal as well as our economic institutions, which marks the half-century bisected by the date of Waterloo, can be traced visibly in the changing character of those chronicles. In some ways the judges, the gaolers, the prisons and the criminals of the early nineteenth century seem almost stranger to us than do those of the Roman Triumvirate or the Peloponnesian War. So much water has flowed in cleansing sewers since then.

The greatest change, perhaps, is the totally different public sentiment which exists to-day about an execution. Nowadays even the sternest upholder of capital punishment regards the actual execution of the culprit as an intensely painful and unpleasant necessity, an incident to be veiled in compassionate obscurity, registered only in the remoter news columns of the daily press, and never referred to at the dinner table or in the drawing room, or even in the smoking room. But not much more than a century ago the generation who saw Napoleon crushed on the "Loud Sabbath" of Waterloo regarded the monthly execution of felons as one of the ordinary ceremonial spectacles of London life, somewhat similar to the Lord Mayor's Procession or the Opening of Parliament by Their Majesties in person. The world of fashion attended those spectacles as they now attend Epsom Races, almost as a matter of course; in fact racecourses and execution places were the only two assemblies at which all classes, but especially the

aristocracy and the mob, had opportunities of meeting each other and observing the differences of each others' manners and deportment. The "condemned sermon" preached on the Sunday before the execution was the occasion of fashionable audiences each month at Newgate prison chapel; much the same audiences went who now attend the Temple Church or the Chapel Royal. And in the market places of each assize town after the visit of the "Red Judge" a similar social sentiment displayed itself, perhaps all the more intensely because its opportunities were more restricted.

It would be a profound error in psychology, however, to assume that our ancestors were particularly callous or hopelessly lacking in sympathy with the victims who were sent to the gallows in scores for such offences as sheep stealing or pocket picking. On the contrary, there was much popular sympathy with the prisoner; the discipline of the condemned cell was less rigid than it is to-day, while the warders were equally kindly to the unfortunate about to die; the assembled crowds never jeered or pelted with missiles the most execrated of murderers on his way to Tyburn; and all hats were removed in reverence when the prison chaplain proceeded to read the burial service as the convict stood on the ladder awaiting the "shove-off" which followed on the conclusion of this religious ceremony. Executioners were just as unpopular then as now, and a clumsy or impatient hangman ran grave danger of being stoned to death by the angry crowd of spectators. It was not lack of humanity or indifference to life that inspired the attitude of our ancestors. It was rather the blighting weight of tradition and custom, in an unmoving age, upon an unimaginative but not ungenial race. So soon as the people of England began to realize that the Ancient Laws and Customs of England could be altered without disaster, and that the humanizing of the statute-book need not necessarily bring about a bloodstained French Revolution, all classes combined to rapidly ameliorate the condition of our prisoners and to mitigate the old cruelties of the criminal laws. But it would probably be a mistake to suppose that our ancestors, who hanged pickpockets and allowed schoolmasters to make the schoolboy's life an unending misery of "blood and tears," were really at heart any less humane than ourselves. It is easy to become callous to suffering which is habitually observed and regarded as just.

II.—Executions in the Reign of George III.

The great length of the road we have travelled can best be seen if we consider the place which the Newgate Calendar played in London life in the closing years of George III's reign while executions still took place at Tyburn. The Old Bailey, then, as now, sat in monthly sessions. About a score of felons convicted at each session were condemned to death and most of those were in fact executed. All sentences of death were passed together on the last day of the sessions; the capital convicts were put up in a batch and sentenced by the Recorder. Usually he intimated as he did so whether or not a reprieve was likely to be granted, for the granting of reprieves followed on a report made by the Recorder and hardly ever departed from the recommendations of the court therein contained. After the accession of George IV in 1820, that monarch, a very humane man, notwithstanding the vile reputation which Feminism and Democracy have conspired to cast upon him because he proved unfaithful to and sought to divorce an impossible Queen, showed such an extreme reluctance to approve the death sentence in any cases except murder, and put up so much obstinate resistance to the remonstrances of his ministers, that gradually a practice grew up of commuting the sentence to transportation in all cases except murder, arson, rape, burglary, robbery with violence and forgery. Thereafter the Recorder in his report usually recommended commutation in all lesser cases, and after passing sentence he generally warned prisoners who had been convicted of those graver offences not to expect mercy.

The last day of the sessions was usually a Saturday. Next day was "Condemned Sunday," followed by execution on Monday. The convict thus, as a rule, had only two days to prepare for death; but in most cases the period was really longer, since men convicted on any day during sessions were not sentenced until the final day. Thus, if the Old Bailey met on 3rd January and concluded its sittings on the 29th, a Saturday, a prisoner convicted of a capital felony on 3rd January would not be executed until the 31st. Sometimes, too, the sessions ended on a Monday or a Tuesday, in which case the convicts had the respite of a week, since their period in the condemned cell had to include a Sunday. The preaching of the "Condemned Sermon" on that day was an event in the life of the Metropolis. The chaplain exerted himself to make the occasion solemn and impressive, and some chaplains succeeded only too well. The celebrated Dr. Cotton, Chaplain and Ordinary of Newgate when Fauntleroy the Banker was executed for forgery in November, 1824, had a reputation for driving the condemned men to hysteria by the awful pictures he painted of their not remote ordeals in Hell should they fail to repent, acknowledge the justice of their sentence, make restitution by betraying their associates in a penitent spirit, and thereby earn Divine Mercy. His condemned sermon when Fauntleroy was executed has been preserved in outline and is remarkable both as a picture of the period and as a revelation of the obtuseness which may characterize the mind of a good man who is also a religious fanatic.

After dwelling on the awful wickedness of Fauntleroy's forgeries, he rebuked the weak sentimentality of misguided persons who had desired to hinder divine justice by seeking a reprieve, and expressed the satisfaction of upright men that the Home Secretary had proved firm and refused to save a rich man from the gallows on which the poor were hanged for lesser offences. He then went on to point out that, notwithstanding his guilt, the prisoner might receive Divine Mercy if he repented and showed the sincerity of his penitence by giving information which would lead to conviction of his associates in guilt. He then seems to have enumerated long lists of black characters in history who had nevertheless been vouchsafed Divine Mercy. And he ended with a rhetorical appeal to the prisoner to recollect how soon he would be in Eternity, and to seek grace in time! This sermon seems to have edified most of the audience, and was praised favourably in the newspapers of Monday morning, but was severely rebuked by the Home Office, where the officials rightly considered it unseemly and calculated to harrow unduly the feelings of a man who had to die two days later.

Condemned Sunday was spent by the prisoners, sometimes all together, but sometimes alone, in the condemned cell. Next morning the whole batch of condemned, as a rule, were taken out together and conveyed to Tyburn, manacled and pinioned, upon carts; they were preceded by a procession of the Sheriffs and the Aldermen, and were usually escorted by a company of soldiers or watchmen. With each prisoner in the cart went the chaplain ministering to him; a certain selection was allowed in order that each man might be attended so far as feasible by a priest of his own denomination. Tyburn was then a waste piece of ground on the very outskirts of London; fields and farms interposed between it and the distant villages of Harlesden and Willesden; the gallows stood where the Marble Arch is now erected. These monthly executions were treated as a sort of Bank Holiday by the crowds who assembled and camped in the ground during the preceding night so as to secure a good viewpoint. Stalls were erected for the sale of fruit and refreshments. Newsvendors ran about selling their broadsheets. Carriages and horses took up much of the standing room.

III.—Tyburn: The Final Scene.

The prisoners, arrived at Tyburn, were at once conducted each to his own gallows. The hangman assisted them up the ladder and they were allowed a minute or two to address the

crowd, if they chose, before the burial service was commenced, at the close of which the hangman hurled the victim off the ladder. Many criminals took advantage of the occasion to address the crowd, expressing penitence, and warning others against the evil course which had led to their sad fate. Felons not infrequently dressed in their best clothes for the occasion: the eccentric Earl FERRERS, who had murdered his estate agent, and indeed was almost certainly quite mad, was hanged in his wedding dress at his own request. Bouquets of flowers were often presented to the felons by kind-hearted persons: the precise purpose of this well-meant kindness is not quite clear. Occasionally, however, less edifying scenes occurred. Hardened characters would exchange ribald jests with the baser elements in the crowd, and the scene would take on the aspect of a circus. One celebrated highwayman of great gymnastic attainments turned somersaults on the ladder while the burial service was being read, and at its conclusion bowed to the crowd and kicked off his slippers amongst them as a memento of the occasion. Probably the poor wretch was half-dead of terror and displayed this bravado like a boy whistling in the dark in order to keep up his courage. At any rate, it was unedifying incidents like this which led to the abolition of executions at Tyburn and their removal to platforms erected outside Newgate Prison.

When Tyburn was finally abandoned at the close of George III's reign there was a strong movement in favour of abolishing public executions altogether. Public interest in those spectacles, however, was too strong as yet, and it was not until 1867 that executions ceased to be conducted in full view of the public preceded by a ceremonial procession, inside the prison yard from the condemned cell to the gallows. In 1867, however, public executions were by statute abolished except in the case of Treason. At the same time a humaner mode of carrying out hanging was introduced. In the old days this took place by actual suffocation of the prisoner, a long and painful process, marked by convulsive kicks and plunges of the body. After executions were removed to Newgate Gaol a trap-door replaced the ladder, and the prisoner was given a short drop of about eighteen inches; his legs were seized by gaolers concealed underneath the scaffold and pulled down in order to hasten death and lessen his suffering. Finally, in 1868, the long drop and spinal-weight system was invented by which death was brought about by breaking the spinal cord as the body fell. Unless there is bungling, death ought to be instantaneous. Other alleviations have also taken place in the suffering of the condemned.

Fortunately, in these more merciful days, executions are infrequent events in the half-dozen prisons in which they now take place. Unless all portents are mistaken they are likely to be still less frequent in the near future, since it seems probable that sooner or later three reforms in our law of murder will take place: the doctrine of "provocation" will be less narrowly construed; "insanity" will be placed on a broader basis as a legal plea; and the hard doctrine of "constructive murder" will be abolished in favour of the humaner view that only deliberate murder shall be punished with death.

It may not be out of place to mention here that at present there is before Parliament a Bill which proposes to restrict capital punishment within narrower limits than is at present the case. The Bill would extend the definitions of "provocation" and "insanity," so as to make it possible for a jury to return without straining the law, verdicts of "manslaughter" or of "insanity" in many cases in which they at present, ignoring the directions of the trial judge, in fact do return these verdicts. It would also abolish the antiquated and illogical principle of "constructive murder" except in the one case where A commits recklessly against B a bodily assault which he knows must be likely to endanger B's life, and which in fact kills B; under the new proposals such a case would still remain "murder."

HABEAS CORPUS.

Readings of the Statutes.

XI.—THE NEW LAW OF INTESTACY: THE RULES OF SUCCESSION.

In the last article of this series the general principles observed in the new Law of Intestacy, as it will be on 1st January, 1926, were discussed in outline. It now remains to note the Rules of Succession which have been established for the purpose of carrying out these principles. Since the principles were frankly of the most revolutionary possible kind, and abrogated without exception every time-honoured doctrine of our law of descent, it follows that the new Rules of Succession are equally revolutionary. This, of course, is highly controversial ground. In January and February of the present year there was a considerable correspondence in the columns of THE SOLICITORS' JOURNAL which revealed widespread dissatisfaction amongst experienced solicitors with some aspects of those new Rules. Since, however, despite the anomalies thus indicated, the new Rules have now become law in substantially the form fixed by the Act of 1922, it is too late to spend time on the discussion of their merits. We therefore propose to confine our attention to a note on the principles themselves.

The residuary estate of every person who dies intestate, whether in the case of a complete intestacy or, of course, in the case of a partial intestacy as well, is to be treated as one *corpus*, whether it be realty or personalty. The new legislation contains a number of provisions arranging for the vesting of this estate in the personal representatives of the deceased as regards the real estate upon trust for sale, and as regards the personal estate, upon trust to call in, sell and convert into money all the personalty which is not already money. Of course, power to postpone sale is given by the statute. "Real Estate" is defined by s. 154 (1) (iii) of the Birkenhead Act, 1922, as including "Chattels Real." Special provisions provide for the case of "Personal Chattels," which are given a peculiar definition in s. 154 (1) (iv) of the same Act. But all those provisions relating to the administration of the intestate's estate can be discussed more conveniently by themselves and therefore will be postponed until our next article. Enough has been said to make clear the nature of the "Residuary Estate," which is to be distributed by the representatives in accordance with the new Rules of Succession.

The Rules which apply depend to a considerable extent upon accidents of personal status, *e.g.*, whether the deceased was married or not. It is therefore convenient to classify them in six special cases, each of which has a slightly different method of distribution:—

A. Where the intestate leaves a spouse (husband or wife), whether or not there are issue.

B. When the intestate leaves no spouse but issue.

C. When the intestate leaves both father and mother but no issue, whether or not he or she leaves a spouse.

D. Where the intestate leaves either father or mother but no issue, whether or not he or she leaves a spouse.

E. Where the intestate leaves neither issue nor parents, whether or not he or she leaves a spouse.

F. Where the intestate leaves only kindred more remote than first cousins or their issue.

Let us now consider these six cases in order:—

Case A.—Here two different possibilities have to be provided for—

(1) Where the intestate leaves issue in addition to a spouse, and

(2) Where the intestate leaves no issue.

In Case A the rule is that the surviving spouse (whether husband or wife) takes:—

First—The "Personal Chattels" absolutely.

"Personal Chattels" are defined by s. 154 (1) (iv) of the Birkenhead Act, 1922, as comprising "carriages, horses, stable furnitures and effects not used for business purposes, motor cars and accessories not used for business purposes, garden, live and dead stock and effects, domestic animals,

plate, plated articles, linen, china, glass, books, pictures, prints, furniture, jewellery, articles of household or personal use or ornament, wines, liquors and consumable stores.

They do *not* include either (1) money, or (2) securities for money, or (3) chattels assigned for business purposes.

Secondly—A first charge of £1,000 free of death duties and costs, with interest thereon at 5 per cent. from date of death until payment.

Thirdly—Here cases A (1) and A (2) must be distinguished:

(1) If there are no issue, a life interest in the whole of the balance;

but (2) if there are issue, a life interest in half the balance.

The remaining half of the balance goes to the issue.

The rule in Case 1 has been the subject of an immense deal of criticism. It has been pointed out that in the case of a second marriage children of the first wife are practically left at the mercy of a step-mother, who is under no legal obligation to support them. This, however, seems an anomaly best remedied by an alteration in the general principles which place married women in a privileged position as compared with their husbands in respect of the duties arising out of the married state. Again it has been pointed out that where the estate of the deceased consisted chiefly of costly pictures and jewels, the surviving husband or wife would get an unfair advantage at the expense of the children, now these articles are "Personal Chattels." But obviously such situations would very seldom arise in actual practice.

Let us now consider the next class of case:—

Case B.—Here the intestate leaves issue, but no spouse.

In this case the residuary estate is to be held on what are called the "statutory trusts" for the issue. These in substance amount to this:—

(1) Distribution *per stirpes* amongst children of the intestate.

(2) Where a child predeceases the intestate, his children take *per capita* the share of their parent.

(3) The property is to be held on trust for each person thus entitled until he or she attains twenty-one or marries under that age.

(4) There are statutory powers of (1) advancement, (2) accumulation of surplus income, and (3) maintenance of an infant during minority.

(5) There is a statutory provision for hotchpot in the case of a child who during the parent's life has received a share by settlement or advancement.

We now go on to the next three cases:—

Case C.—Where both parents survive the intestate, but there are no issue:

Here the father and mother take in equal shares that portion of the residuary estate which would go to issue. This is the whole estate in the case where there is no surviving spouse. Where there is such a surviving spouse, it is the whole estate subject to the spouse's three special interests set out under Case A.

Case D.—Where one parent survives but no issue.

Here the surviving parent takes all, subject of course to the interests of a surviving spouse, if there is one, as above.

Case E.—Where there are neither issue nor parents.

Here, subject always to a surviving spouse's prior interests as stated above, the property is distributed in the following order:—

(1) Brother and sister of whole blood, *per stirpes*.
(2) Brother and sister of the half blood, *per stirpes*.
(3) Grandparents of the intestate in equal shares.
(4) Uncles and aunts, whole blood, *per stirpes*,
(5) Uncles and aunts, half blood, *per stirpes*.
(6) For surviving spouse (absolutely).

Case F.—In default of any kindred or spouse within the clauses mentioned in E, the property goes as *bona vacantia* to the Crown the Duke of Lancaster or the Duke of Cornwall, as the case may be.

RUBRIC.

(To be continued.)

A Conveyancer's Diary.

"Prescribed" Forms, etc.

The new real property legislation not only goes into minute details, but by a free use of the word "prescribed" leaves a mass of detail to be supplied by various high officials—the Lord Chancellor, the Minister of Agriculture and Fisheries, the Reference Committee constituted under the Acquisition of Land (Assessment of Compensation) Act, 1919, and the Treasury. It is not surprising that in the repeated use of the word "prescribed" one instance has occurred in which the draughtsman has failed to point out who is to "prescribe." Section 129 of the Law of Property Act, 1922, provides for the endorsement of a certificate "in the prescribed form" on an assurance of enfranchised land. Section 131 gives the Minister of Agriculture and Fisheries power to prescribe steward's fees and s. 139 gives the same official power to make rules for giving effect to Part VI of the Act. But s. 129 is in Part V, and there would appear to be no machinery for ascertaining how the steward's certificate should be worded. A similar omission to state by what official certain rules should be made led to s. 4 of the Land Transfer Act, 1897 (designed to give trustees and executors wide powers of appropriation) becoming a dead letter: the section did not say who was to make the rules, so the rules were not made and the section became inoperative (see *Re Beverley*, 1901, 1 Ch., at p. 683). It is to be hoped that the Minister of Agriculture and Fisheries will act on the assumption that he is empowered to prescribe the form of certificate. Otherwise it is doubtful whether a purchaser would be protected by s-s. (3) of s. 129, which makes "such a certificate as aforesaid," *i.e.*, a certificate in the prescribed form conclusive evidence as in the absence of rules prescribing the form no certificate could answer the description. This is a matter of some importance, as s-s. (1) of s. 129 invalidates a conveyance of land enfranchised by the Act (so far as regards the legal estate) unless the conveyance is produced to the steward within six months. If no certificate is endorsed it might be difficult to prove that the conveyance had been so produced.

Executor's Assent.

One of the most useful alterations effected by the recent legislation is the protection afforded to a purchaser of real estate from a personal representative by s. 36 of the Administration of Estates Act, 1925. After 31st December, 1925, no assent will be effectual unless in writing signed by the personal representative. The devisee or other person entitled may require notice of the assent or conveyance to him to be endorsed on the probate or letters of administration. A purchaser from an executor or administrator will be able to protect himself against the possibility of an assent or conveyance to the devisee, &c., by inspecting the probate or letters of administration and obtaining a written statement by the executor or administrator that he has not assented or conveyed to the devisee, &c. A false statement made by a personal representative under this section renders him liable in the like manner as if it had been contained in a statutory declaration.

To meet *Re Allott*.

In framing settlements, the difficulty caused by the case of *Re Allott*, 1924, 2 Ch. 498 (referred to in last week's "Conveyancer's Diary"), may be avoided by the insertion of the following clause: "The powers hereinbefore conferred on the trustees shall be exercised only during the lives of the said A. B. (husband) and C. D. (wife), and the life of the survivor and a period of twenty-one years less one day from the death of the survivor."

W. F. WEBSTER.

Landlord and Tenant Notebook.

Burglary of Furnished House: Tenant's Liability.

A point of great practical importance to tenants, to house agents, and to those solicitors who prepare leases for tenants, has arisen out of Mr. Justice ROWLATT'S recent decision in *Phillimore* v. *Jane*, ante p. 342. Here a furnished house had been let under a tenancy agreement in which the tenant undertook to deliver up the premises, with all their furniture and effects, at the expiry of the term in the same state in which he received them. Of course, there was the usual exception, which is always implied if not expressed, in favour of "reasonable wear and tear." Now during the currency of the term the premises were burgled and certain furniture removed by the burglar. The landlord sued for the value of the furniture thus lost on the ground that it had not been delivered up to him at the end of the term as required by the obligations undertaken by the tenant in the lease, and Mr. Justice ROWLATT held that he was entitled to recover on this ground.

What is especially interesting in this case is that the tenant was not guilty of negligence of any kind which rendered possible the burglary. It is true that he was absent when the crime occurred; that the house was carefully locked up, and a suitable caretaker placed in charge of it. The learned judge expressly negatived any suggestion of negligence on the tenant's part. He treated the covenant as an absolute obligation to deliver up the furniture with the premises at the expiry of the term, in other words an obligation which the tenant must discharge at his peril. It resembles the obligation of a long lease holder (who has entered into this class of covenant) to rebuild premises burnt down through no fault of his own, which was established in the very famous old case of *Paradise* v. *Jane*, 1 Alleyn. Such an absolute obligation must be carried out at all costs: it is even doubtful whether the "Act of God and the King's Enemies" affords any defence. Hence it is a much more stringent obligation than that of the owner of a dangerous thing to "keep it at his peril"; for there are three defences available in the latter case, namely (1) Act of God or *Vis Major* or overriding necessity, (2) Contributory negligence of the injured party, and (3) *Actus interveniens*, *i.e.*, the unauthorized and unlawful act of a stranger who interferes with the property. Only the second of those, it would appear from Mr. Justice ROWLATT'S decision, can be relied on as a plea to avoid liability for loss in the case of a bailment of furniture subject to this covenant.

Assuming that Mr. Justice ROWLATT is affirmed in the Court of Appeal, it is obviously important to tenants of furnished houses that one of two alternatives should be adopted in the way of modifying the common form clause which led to this disastrous result—that is, disastrous from the tenant's point of view. Either the tenant's covenant should be modified so as to except liability for acts not within his control, nor conduced to by his negligence; or else there should be a covenant requiring him to keep the furniture insured against burglary but providing that half the annual premium is to be deducted, on production of receipt, from the annual rent. In any event it is clearly to the tenant's interest to see that the premises and furniture are insured against burglary. It is also the landlord's interest, since legal judgments against tenants cannot always be enforced.

Mortgage Interest in Arrear.

Since the Rent Restriction Acts are still in force as regards mortgages on protected premises it is important that mortgagors should not dwell in a false Paradise, and should note the very severe limitation of their protection which follows from Mr. Justice RUSSELL'S decision in *Evans* v. *Horner*, 1925, 1 Ch. 177. The conveyancing problems suggested by this decision were discussed three weeks ago in the Conveyancers' Diary; in this column we are concerned with a different aspect of the case, namely the rod it holds in pickle for the back of the mortgagor. For in this case Mr. Justice RUSSELL held that, if a mortgagor protected by the Act falls into arrears of more than twenty-one days in the payment of the mortgage interest, yet afterwards pays and has his payment accepted by the mortgagee *on general account*, the latter can go on and exercise his power of foreclosure—of course only by suit of court. Thus the mortgagor who falls into arrears for more than twenty-one days loses the very great protection which the statute gave him.

Section 7 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, it will be remembered, restricts a mortgagee from proceeding to enforce by foreclosure or otherwise repayment of the principal money lent on the security of dwelling-houses protected by the Rent Restriction Acts, so long as the tenant complies with three condition precedents: (1) the statutory interest is paid and does not fall into arrears exceeding twenty-one days; and (2) the covenants of the mortgage (other than the repayment covenant, of course) are observed and performed by the mortgagor; and (3) the mortgagee keeps the property in an adequate state of repair, and keeps paid moneys due under prior incumbrances. But if the mortgagee makes default in any one of those three conditions, he at once loses his protection: *Welby* v. *Parker*, 1916, 2 Ch. 1; *Woodifield* v. *Bond*, 1922, 2 Ch. 40; *Evans* v. *Horner*, *supra*.

The reasons given by the learned judge for this stringent view of the ambit of statutory protection can be stated very shortly. The statute, he followed previous decisions in holding, takes away no rights of the mortgagee: it merely suspends his remedies. These remedies, including that of foreclosure, revive at once if the tenant forfeits protection by breach of a statutory condition precedent. Subsequent compliance by the tenant does not restore the statutory protection, *i.e.*, does not reimpose the statutory restriction on the mortgagee's exercise of his rights, unless there has been waiver by the landlord. Such waiver is not implied in mere acceptance of interest which has fallen into arrears exceeding the permitted period of twenty-one days.

Irregular Plaints for Recovery of Premises.

An interesting point of practice, which obviously is of immense importance to landlords and their estate agents, requires to be noted here. Under the County Court Rules certain proceedings are outside the jurisdiction of the court unless leave to issue a plaint is obtained from a judge or registrar on an application supported by an affidavit. Section 74 of the County Courts Act, 1888, enables actions to be commenced by leave in the county court of a district where the defendant has resided or carried on business within six calendar months next before the proceedings. Under the County Court Rules, 1903 to 1923, Ord. V, r. 13, this leave is obtained on application to the court supported by affidavit. Now in *Pringle* v. *Hales*, 1925, 1 K.B. 574, a tenant took proceedings to recover excess payments of rent from a landlord which were not within the jurisdiction of the county court in which the plaint note was issued, unless and until leave is obtained under the section and rule quoted above. Nevertheless in the absence of an application for leave, apparently *per incuriam*, the officials of the court issued two plaint notes to the tenant, the first for apportionment of standard rent, the second for recovery of rent alleged to have been overpaid under the provisions of the Rent Restriction Acts. The first action was within the jurisdiction of the court without leave, but the second was not unless leave had been given. The landlord defended the proceedings without challenging the jurisdiction. The Court of Appeal held that in those circumstances the objection must be deemed to be waived and the defect of jurisdiction cured.

CHATTEL REAL.

CASES OF EASTER SITTINGS.

Court of Appeal.

Agricultural Wholesale Society *v.* **Biddulph and District Agricultural Society.** No. 1. 22nd and 23rd April.

SOCIETY—INDUSTRIAL AND PROVIDENT SOCIETY—LIABILITY OF MEMBERS—RULES—LIABILITY LIMITED ON SHARES HELD—EXTRINSIC LIABILITY UNDER RULES TO TAKE UP FURTHER SHARES—VALIDITY—INDUSTRIAL AND PROVIDENT SOCIETIES ACT 1893 56 and 57, Vict. c. 39, ss. 22, 60.

Under the rules of a society registered under the Industrial and Provident Societies Act 1893, *the members were required in certain events to take up and subscribe for further shares in the society from time to time, and there was power to amend the rules and increase the liability.*

Held, that the rules did not contravene the principle of limited liability on the shares in winding up proceedings, but created a further and extrinsic liability on the members and constituted a valid contract between the society and its members.

Lion Insurance Association *v.* Tucker, 12 Q. B. D. 146, *applied.*

Dibble *v.* Wilts & Somerset Farmers Limited, 1923, 1 Ch. 112, *overruled.*

Decision of Lawrence, J., *reversed.*

LAWRENCE, J., held that he was bound by his previous decision in *Dibble* v. *Wilts and Somerset Farmers*, 1923, 1 Ch. 112, to hold that the rules were *ultra vires*, and to dismiss the action.

The plaintiffs appealed.

POLLOCK, M.R., said that the appeal raised an important point. It was not only an appeal from the decision below of Lawrence, J., but also an appeal from his decision in *Dibble* v. *Wilts and Somerset Farmers*, [1923] 1 Ch. 112, by which he had held that he was bound in the present case. The defendants said that under s. 60 of the Industrial and Provident Societies Act, 1893, the liability of the members in a registered industrial society was limited; and they successfully established before Lawrence, J., that the system was repugnant to limited liability, and that in attempting to impose that liability the plaintiffs were acting *ultra vires*. The learned judge decided this in reliance upon three cases; but after a careful argument on both sides he (his lordship) had come to the conclusion that they did not apply. An industrial society was different from a company under the Companies Act 1908. Under the first statute passed in 1852 to legalize the formation of industrial and provident societies the preamble showed that the whole basis was different from that of a company. By s. 24 it was contemplated that there might be no limit to the number of the shares or that it might trade only mutually with its own members. That Act contained no provision for limited liability. The next Act passed was in 1862, in the same year as the Companies Act 1862, and this introduced limited liability. The present Act in force was the Act of 1893. Under s. 60 the liability of the members was limited to the amount unpaid on their shares and it was argued that no liability ought to be imposed on members beyond the limit of the value of the shares actually held at the time the liability was enforced. Buckley, J., in *Bisgood's Case*, 1908, 1 Ch. 743 p. 759, said:—"In the matter of liability upon his shares the statute provides in plain terms by s. 38, sub-s. (4), that in the case of a company limited by shares no contribution shall be required from any member exceeding the amount unpaid on his shares. In my opinion, any attempt so to define the constitution of the company as that the member shall in an event be liable for a larger sum is in breach of the statute and *ultra vires*." The Lord Justice was careful in that case to state his proposition in relation to the liability of a member upon his shares, but there might be liabilities not within the prohibition: *Lion Insurance Association* v. *Tucker*, 12 Q.B.D., 146. In that case it was held in the Court of Appeal that the liability involved a member in taking his share of the losses of the company. And see *Peninsular Company* v. *Fleming*, 27 L.T. 93. The effect of extrinsic liability was very well put in *Baird's Case*, [1899] 2 Ch. 593. Whether one looked at the defendant society at the time they took their first two shares, or in 1918, or in 1922, it was plain that under the rules the number of shares which the defendants were bound to hold was fixed by certain characteristics. The contract which they had made was one which involved an agreement on their part to take up shares proportionate to their membership and turnover, and if one regarded the society as a mutual concern, that did not appear open to objection. By originally becoming a member of the plaintiff society, the defendants had definitely agreed to take up the extra shares. The present case was similar to cases like *Lion Insurance Association* v. *Tucker*, *supra*. He (his lordship) could not see that the limited liability on the shares was any prohibition against such a contract. The appeal would be allowed with costs.

WARRINGTON, L.J., who referred to *Hickman* v. *Romney Marsh Sheep Breeders Association*, 1915, 1 Ch. 881, and SARGANT, L.J., delivered judgment to the same effect.

COUNSEL: *Greene*, K.C., and *Valentine Holmes*; *Cunliffe*, K.C., and *H. S. G. Buckmaster*.

SOLICITORS: *Linklaters & Paines*; *Doyle, Devonshire & Co.*, for *J. M. Shaw*, Leek.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Cases in Brief.

Bainbridge *v.* **Congdon.** { High Court of Justice, K. B. Divisional Court, Mr. Justice Salter and Mr. Justice Greer. 4th May.

LANDLORD AND TENANT—RENT RESTRICTION ACTS, 1920-24—STANDARD RENT—APPORTIONMENT—EXCLUSION OF RENTAL CHARGES FOR RATES, TELEPHONE, GAS AND WATER.

Where the standard rent of part of a dwelling-house for the purposes of the Rent Restriction Acts has to be ascertained by apportionment, it is not permissible to take into consideration the fact that the tenant receives the benefit of charges for rates, telephone, gas and water borne by the landlord.

FACTS.—Appeal from the Lambeth County Court. Edwin James Bainbridge was the tenant of three rooms at No. 22 Crystal Palace-road, S.E., at a weekly rent of 14s. The respondent was the tenant of the whole house, which was let on 3rd August, 1914, as a whole at £30 a year. The appellant took proceedings in the county court under s. 12 (3) of the Rent Restriction Act, 1920, claiming an apportionment and for the repayment of £11 14s. which he alleged he had overpaid on the ground that he ought only to have paid rent at the rate of 5s. a week. It was the first point only which had to be considered. The question raised was on what principle the apportionment ought to be made, and whether such matters as gas, water and telephone and the payment of rates where they were paid by the landlord on the whole house ought to be taken into consideration. The judge held that the tenant ought not to have the benefit of these.

STATUTORY ENACTMENTS RELEVANT.—Section 12 (3) of the Act of 1920, which ran: "Where for the purpose of determining the standard rent or rateable value of any dwelling-house to which this Act applies, it is necessary to apportion the rent at the date in relation to which the standard rent is to be fixed, or the rateable value of the property in which that dwelling-house is comprised, the county court may, on application by either party, make such apportionment as seems just, and the decision of the court as to the amount to be apportioned to the dwelling-house shall be final and conclusive."

DECISION.—Mr. Justice Salter, with whom Mr. Justice Greer concurred in allowing the appeal, said: If apportionment was for the purpose of ascertaining what was a fair rent to pay, then there was no doubt that such matters as the use of gas, telephone, and water and the payment of rates by the landlord for the whole house could be taken into consideration. But that was not the purpose of the sections, and s. 12 (1) (*a*) which defined standard rent and s. 12 (3) which dealt with apportionment must be read together. It was only the first of the rules in s. 12 (1) (*a*) which need be considered. The standard rent of a house was the actual rent on 3rd August, 1914. It was obvious that if the house was let as a whole on 3rd August, 1914, then no apportionment was necessary. It was also obvious that there were many cases, such as the present, where the appellant's dwelling-house was not let as a whole on that date, but only as part of a larger unit. When the question was asked: What was the actual rent of those rooms on that date? the answer was that there must be an apportionment. What was to be ascertained here was not the rent which ought to be paid, but what it was on 3rd August, 1914, what was paid by the then tenant to the then landlord in respect of those rooms. That was the only question to be decided; £30 was to be apportioned as the rent of the comprising property, and not as the standard rent of the comprising property. The rent of the comprising property was not described as the standard rent, because then it might not be a dwelling-house. In the present case it was. The actual rent of £30 was the thing to be apportioned, and it was to be apportioned, "as seems just." Those words related only to a fair division of a sum which was paid as a whole, so that a fair amount might be apportioned to the rooms in question. And acting justly means having regard to the size of the rooms, the access to them, the quietness of the neighbourhood, and the use of the garden. The £30 was to be paid having regard to those matters, and the question under an apportionment summons was not how much rent ought to be paid now, but what it would have been in 1914. The appeal would be allowed, with costs.

COUNSEL: For the appellant, *Duncan*; (the respondent was not represented on the appeal).

SOLICITORS: For the appellant, *Nimmo & Harvey*.

Bridges *v.* **Griffin.**

K.B. Divisional Court.
The Lord Chief Justice,
Mr. Justice Avory, and
Mr. Justice Shearman.
5th May.

LOCAL GOVERNMENT—PUBLIC HEALTH—SALE OF FOOD AND DRUGS ACTS—SALE OF MILK REGULATIONS—ILLEGAL ABSTRACTION OF FAT FROM MILK SOLD.

Where a vendor of milk, knowing that cream rises to the surface of standing milk, puts milk into a vessel, lets it stand, and drains off the milk at the bottom for sale this is an illegal abstraction of fat from the milk sold within the terms of the Sale of Food and Drugs Acts, and he is guilty of selling to the prejudice of the purchaser an article not of the nature, substance and quality demanded by the latter.

FACTS.—The appellant, an inspector under the Sale of Food and Drugs Acts, bought from John William Oakley Robinson, a roundsman in the employment of John Griffin, the respondent, a pint of milk which, on analysis, was found to be deficient in milk-fat to the extent of 46 per cent. The respondent stated that he had instructed Robinson always to stir the milk before drawing it off from the churn. The justices found that the milk was put into the churn at about 7.30 a.m. in the same state as it came from the cow, and that no one in the meantime had access to the churn or could have tampered with the milk, which was stated by counsel to have been drawn off by a tap at the bottom of the churn. They dismissed the summons against the respondent for selling milk not of the nature, substance and quality demanded by the purchaser, but stated this case at the instance of the prosecutor.

Cases quoted:—

Dyke v. *Gower*, 1892, 1 Q.B. 220.
Hunt v. *Richardson*, 1916, 2 K. B. 446.
Few v. *Robinson*, 1921, 3 K. B. 504.
Knowles v. *Scott*, 1918, Scots Court of Justiciary, 32.
Penrice v. *Brander*, 1921, Scots Court of Justiciary, 63.
Kings v. *Morris*, 1920, 3 K.B. 566.

DECISION.—The Lord Chief Justice, with whom Mr. Justice Avory and Mr. Justice Shearman concurred in allowing the appeal, delivered judgment as follows: The terms of the Sale of Food and Drugs Acts and the Milk Regulations, 1901, did not purport to contain a definition; the object was to furnish a means of proof. In the present case an analyst's certificate was put in showing a deficiency of 46 per cent. in milk fat. It was to be observed that the milk which was to be presumed under the regulation to be adulterated was the milk which was sold; not the bulk, but the actual sample. The certificate having been put in, the burden was shifted to the respondent to show that the milk was genuine. Accordingly he undertook the kind of defence which had been well known since *Hunt* v. *Richardson*, *supra*, namely, that the milk which was sold was in the condition in which it came from the cow. In *Hunt* v. *Richardson*, *supra*, it was found expressly that nothing had been added to or subtracted from the milk. The important moment was the moment of sale, and the important milk was the milk that was sold. It was not sufficient to say that there was a time when it formed part of milk which was in its natural state. In the present case the justices found that when the milk was put in the churn it was as it came from the cow; there was no finding that the sample was in that condition, and the argument was that the milk, having been allowed to stand for some time, the lower part was in a condition in which the cream had risen to the top. In these circumstances he thought that there was nothing on which the justices could find that this milk was in the condition in which it came from the cow. The true conclusion was that the milk was not of the nature, substance and quality demanded. There was evidence that the respondent knew well the consequences that would follow if the milk was not stirred. There was no evidence that it was impracticable to keep the milk stirred. In his opinion the appeal ought to be allowed.

COUNSEL: *Mr. S. L. Porter*, K.C., and *Mr. R. C. Hutton*, appeared for the appellant; *Mr. R. A. Willes* for the respondent.

SOLICITORS: *Gibson & Weldon*, for *Wellington, Clifford and Matthews*, Gloucester; *Smiles & Co.*, for *Steel & Broom*, Stow-on-the-Wold.

Rex *v.* **Norfolk Justices.** *ex parte* **Davidson.**

K.B. Divisional Court.
The Lord Chief Justice,
Mr. Justice Avory, and
Mr. Justice Shearman.

CROWN PRACTICE—WRIT OF PROHIBITION—JUSTICES' ORDER FOR PAYMENT OF RATES OR IN DEFAULT WARRANT IMPRISONMENT — ALLEGED SUSPENSION OF WARRANT PENDING APPEAL TO QUARTER SESSIONS—ALLEGED THREAT TO EXECUTE WARRANT—JURISDICTION.

A writ of prohibition will not lie to restrain justices in petty sessions from enforcing a warrant of imprisonment on an order for payment of rates where no remedy of a preventive, as distinct from a corrective, nature, can result from the issue of the writ.

FACTS.—This was a rule *nisi* for prohibition to prevent the Norfolk justices sitting at Walsingham from acting on an order made on 2nd February, 1925, against the Rev. Harold Francis Davidson for payment of £39 11s. 1d. rates, or for one month's imprisonment in default of distress. Mr. Davidson claimed that the rates were largely levied on tithe, and that as the tithe payer delayed payment for the three months' grac allowed by the Tithe Act, 1891, the rates were demanded from

the tithe owner before he had received the tithe on which they were payable. Since the rule was granted an appeal to quarter sessions had been heard and dismissed.

DECISION.—The Lord Chief Justice, in giving judgment discharging the rule, said that the writ of prohibition was a judicial writ directed to an inferior court to prevent the inferior court from usurping a jurisdiction to which it was not entitled, or, in other words, to keep courts within their jurisdiction. It was a preventive rather than a corrective remedy. According to affidavits sworn by Mr. Davidson on which the rule was granted on 17th February, the justices were threatening to execute the warrant of imprisonment notwithstanding that they had suspended it pending an appeal to quarter sessions. He said that the writ was required to prevent something from being done which would otherwise be done. In his affidavit he requested a suspension until after the hearing of the appeal. The appeal had been heard; as to the future it was conceded at the Bar that the warrant would not be executed before 1st July, and Mr. Davidson's counsel had said that the rates would be paid by 1st July. In those circumstances the rule should be discharged.

COUNSEL: *Sir William Bagge, Mr. Harold Simmons.*

SOLICITORS: *Peacock & Goddard; Glyn, Barton & Pocock.*

Cases of Last Week—Summary.

Van Nievelt Gondrian, etc. v. C. H. Forslind & Son. Court of Appeal. 4th May.

In this case the Court of Appeal dismissed an appeal from a decision of Mr. Justice ROWLATT in a case concerned with the construction of a charter-party. That learned judge had held that on the terms of the charter-party, so soon as the ship reached port, even if the vessel was not actually in a berth ready to load the lay-days begin to run so as to entitle the owners to demurrage in the events which had happened. The charter-parties were in the Scanfin form, with certain typed additions. The printed form by cl. 13 provided that the cargo should be discharged "in the customary manner as fast as the vessel can deliver during the ordinary working hours of the port on to the quay and/or into lighters and/or craft and/or wagons and/or on to bogies and thereon stowed and/or stacked as customary at the port of discharge, the consignees having the right to select any one or more of these alternatives if customary and available at the time of discharge." Clause 15 provided that, should the vessel not be discharged with dispatch in the manner provided, demurrage should be paid at the rate of £40 a day. Then at the bottom of the charter-party several extra clauses were typed. Clause 26 provided: "Cargo to be loaded and discharged according to the custom of the ports, but not less than the average rate of 100 fathoms per weather working day, Sundays and holidays excepted, reversible." Clause 24 provided that the owner should pay the charterers dispatch money for all time saved loading and discharging at £20 a day. When the steamships arrived at West Hartlepool the port was congested, and there was delay before they could get a discharging berth. Mr. Justice ROWLATT held that as soon as the ships reached the port of West Hartlepool the lay days began to run whether the ships were at a berth or not, and the plaintiffs were entitled to recover, and this view was affirmed by the Court of Appeal.

Lord Justice BANKES, in giving judgment, said that in this class of case there were, on the authorities, two questions to be answered which depended on the construction of the contract. These questions were: (1) When had the vessel become an arrived ship: and (2) did the charter-party provide for discharge in a fixed number of days or within a reasonable time after arrival? The distinction had been made clear in the argument of Mr. ROBSON, K.C., in *Hulthen* v. *Stewart* 6 Com. Cas. 65; 1902, 2 K.B. 555, as to the cases where the charter-party provided a fixed number of lay days and cases where the ship was to be discharged within a reasonable time. Mr. Justice PHILLIMORE said this at p. 71: "I have very carefully considered all the cases which have been referred to in the course of the arguments, but a certain number of them appears to me to have no application to the present case. I refer to those cases in which the charter-party provides for the ship to be discharged in a fixed number of days. Cases such as these are governed by entirely different considerations from the present." The first question to be answered, then, was whether the ship was an arrived ship. The charter-party only provided that the ship should proceed to West Hartlepool, and the effect of the decision in *Leonis Steamship Company* v. *Rank*, 24 T.L.R. 128; 1908, 1 K.B. 199, was that this ship was an arrived ship when she came within the limits of the port of West Hartlepool. The next question was: Did the charter-party provide for delivery within a fixed time or within a reasonable time? That point did not appear to have been referred to in the court below. It turned on the true construction of cl. 26. In his judgment, that clause by providing the rate of discharge made it possible by a simple calculation to arrive at a fixed number of days, and the obligation of the charter was to discharge within a fixed time, otherwise to pay demurrage. He could not accede to the argument that because cl. 13 gave the charterer an option to discharge in one of four ways therefore the ship was not an arrived ship until she had arrived at a berth in the port. Upon that point the case was covered by the *Leonis Case*. Therefore the appeal failed.

The court consisted of Lord Justices ELDON BANKES, SCRUTTON, and ATKIN.

COUNSEL: Appellants, *Campion*, K.C., and *Kingsley Griffith*; respondents, *Wright*, K.C., and *Mitchison*.

SOLICITORS: *Bell, Brodrick & Gray*, for *Harrison & Son*, West Hartlepool; *Botterell & Roche*, for *Botterell, Roche and Temperley*, West Hartlepool.

***Re* Spencer: Keith *v.* Geological Society. Mr. Justice Russell. 5th May.**

The trustees of the will of Herbert Spencer asked on this summons for a direction whether any surplus income of the testator's residuary estate arising in any year, before the period of distribution of the capital thereof, which could not properly be accumulated, belonged to twelve learned societies, which the Geological Society was appointed to represent, or whether the surplus income was undisposed of and belonged to the testator's next-of-kin. It was held that the surplus income of the testator's residuary estate, before the period of distribution of the capital, was undisposed of, and belonged to the next-of-kin, and not to twelve learned societies which benefited under the will.

Mr. G. B. Hurst, K.C., and *Mr. Heckscher* appeared for the present trustees of the will; *Mr. R. M. Pattisson* for the Geological Society; and *Mr. Swords* for the next-of-kin.

The solicitors for all parties were *Scott, Bell & Co.*

Hyman *v.* Steward. Div. Court. 8th May.

In this case the Divisional Court heard an appeal from a county court judge under the Rent Restriction Acts which raised the question where a dwelling house can be converted into business premises, so as to release the premises from the operation of the Acts by reason of user in connection with trade. The court held that the change of user must be complete, final, and unequivocal in order to constitute such a conversion of the premises, and doubted whether a tenant's own personal use or disuse of the premises, not the result of any agreement with the landlord, would terminate the character of a dwelling-house impressed on the premises by the tenancy agreement.

The court consisted of SALTER and GREER, J.J.

COUNSEL: Appellant, *Mortimer*, K.C., and *Cuddington*; defendants, *Carr*, K.C., and *Willoughby Jardine*.

SOLICITORS: *Torr & Co.*, for *Oxley & Coward*, Rotherham; *Jackson & Jackson*, for *J. W. Fernoughty*, Sheffield.

The Solicitors' Bookshelf.

Foote's Private International Law, with an Analysis by Hugh H. L. Bellot, Barrister-at-Law. Sweet and Maxwell, Ltd. Two vols. 38s. 6d.

There are three books of first-class authority in the English language upon Private International Law: there are the works respectively of Dicey, of Storey, and of Foote. Of these, Dicey is perhaps the most academic, Storey the most scholarly, and Foote the most practical; each in its way possesses unique merits which render it exceedingly valuable. One of the great merits of Foote is its symmetrical division into five parts dealing with Persons, Property, Acts, Procedure, and Miscellaneous matters, coupled with its orderly and detailed exposition of every topic which arises in connection with each. The new edition is on the same lines as older ones. Mr. Bellot's analysis, which is printed separately, price 3s. 6d. net, seems an extremely handy, accurate and useful little book.

New Orders. &c.

THE NATIONAL HEALTH INSURANCE (EMPLOYMENT UNDER LOCAL AND PUBLIC AUTHORITIES) ORDER, 1924. 24th November, 1924.

The National Health Insurance Joint Committee and the Minister of Health, acting jointly, in pursuance of the powers conferred on them by paragraph (*d*) of Part I of the First Schedule to the National Health Insurance Act, 1924 (14 & 15 Geo. 5, c. 38) (hereinafter referred to as "the Act"), and by Article 5 of the National Health Insurance (Joint Committee) Regulations, 1924 (S.R. & O. 1924, No. 1315), hereby make the following Order:—

1. (1) This Order may be cited as the National Health Insurance (Employment under Local and Public Authorities) Order, 1924.

(2) This Order shall not apply to Scotland or Northern Ireland.

(3) The Interpretation Act, 1889, applies to the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

2. Employment of any class specified in the Schedule to this Order under any local or other public authority shall be deemed not to be employment within the meaning of the Act.

3. The National Health Insurance (Employment under Local and Public Authorities) Exclusion Order, 1914 (S.R. & O, 1914, No. 1266), is hereby revoked, but without prejudice to any right, privilege, obligation or liability acquired, accrued or incurred thereunder.

Schedule.

Employment—

(1) as chaplain or other minister of religion;

(2) as a duly qualified medical practitioner;

(3) as a coroner or deputy coroner;

(4) as a public analyst;

(5) as a public vaccinator;

(6) as superintendent registrar or deputy superintendent registrar, registrar of births and deaths or deputy registrar of births and deaths, or registrar of marriages or deputy registrar of marriages;

(7) under a contract of apprenticeship without money payment;

(8) as an unpaid officer of any local or other public authority;

(9) otherwise than as an officer or servant of a local or other public authority, not being an employment specified in Part I (*a*), (*b*), (*c*) or (*e*) of the First Schedule to the Act.

Given under the Official Seal of the National Health Insurance Joint Committee this 24th day of November, in the year One thousand nine hundred and twenty-four.

W. F. Wackrill,
Secretary to the National Health Insurance Joint Committee.

Law Societies.

To Secretaries—Reports of meetings, lectures, etc., to ensure insertion in the current number, should reach the office *not later* than 4 p.m. Wednesday.

The Medico-Legal Society.

An ordinary meeting of the Society (of which the President is The Right Hon. Lord Justice Atkin) will be held at 11 Chandos Street, Cavendish Square, W.1, on Tuesday the 19th inst., at 8.30 p.m., when a paper will be read by Dr. L. A. Weatherly on "Medical aspects of some murder cases in which insanity was the defence," which will be followed by a discussion.

Members may introduce guests on production of the members private card.

Lincoln's Inn Grand Day.

The Treasurer (Mr. Justice Lawrence) and the Masters of the Bench entertained at dinner on Tuesday night, being the Grand Day in Easter Term:—

The Prime Minister, the Earl of Shaftesbury, the Earl of Desart (Treasurer of the Inner Temple), the Bishop of Worcester, Lord Dawson of Penn, General the Right Hon. Sir Neville Lyttelton, Colonel the Hon. Maurice A. Wingfield, Sir S. Ernest Palmer, Bt., Sir Anthony A. Bowlby, Bt., Sir Charles P. Lucas, Sir Alfred Downing Fripp, Sir Herbert Morgan, Sir Arthur Whinney, Sir John W. Simpson, Sir Hugh Murray, Sir Alexander Wood Renton, K.C. (Treasurer of Gray's Inn), Sir Roger Gregory, His Honour Judge Ruegg, K.C. (Treasurer of the Middle Temple), Colonel Lionel Henry Hanbury, Mr. William Henry Norton (President of The Law Society), Mr. S. P. B. Bucknill (Mayor of Westminster), Mr. Frank S. Preston, and the Under-Treasurer (Mr. R. P. P. Rowe).

The Benchers present were Sir Edward Clarke, K.C., Lord Wrenbury, the Earl of Oxford and Asquith, Sir Alfred Hopkinson, K.C., Lord Justice Warrington, His Honour Henry Yorke Stanger, K.C., Lord Danesfort, K.C., Mr. Jenkins, K.C., Mr. Hughes, K.C., Mr. Norton, K.C., Sir Frederick Pollock, Bt., K.C., Lord Blanesburgh, Sir Erskine Holland, K.C., Lord Justice Sargant, Mr. Justice Romer, Lord Buckmaster Mr. Beaumont, Mr. Pember, Mr. Justice Russell, Mr. Clauson, K.C., Sir Malcolm Macnaghten, K.C., M.P., Mr. Errington, Mr. Hewitt, K.C., Mr. Mathew, Sir Arthur Colefax, K.C., Mr. Justice Swift, Sir Arthur Underhill, Mr. Whinney, Mr. Coleridge, K.C., Sir James Greig, K.C., Mr. Dighton Pollock, Mr. Justice Tomlin, Mr. Spence, Mr. Farrer, Sir Malcolm McIlwraith, K.C., Sir George Lowndes, K.C., Mr. Thompson, K.C., Mr. Galbraith, K.C., M.P., Mr. Adams, Mr. Barrington-Ward, K.C., Mr. Manning, K.C., Mr. Holdsworth, K.C., Mr. Holdyard, K.C., Mr. Hurst, K.C., M.P., and the Dean of Exeter (preacher to the Honourable Society).

Gray's Inn.

Friday, 1st May, being the Grand Day of Easter Term at Gray's Inn, the Treasurer (Sir Alexander Wood Renton, K.C.), and the Masters of the Bench, entertained at dinner the following guests:—The Lord Chief Justice of England (The Right Hon. Lord Hewart), The Right Hon. Lord Salvesen, The Right Hon. Sir John Anderson, G.C.B., The Attorney-General (The Right Hon. Sir Douglas Hogg, K.C., M.P.), The Treasurer of the Hon. Society of the Middle Temple (His Honour Judge A. H. Ruegg), Sir William Orpen, K.B.E., R.A., Sir Johnston Forbes-Robertson, Sir Edwin Cooper, The Attorney-General of the Irish Free State (Mr. John O'Byrne, K.C.), Rear-Admiral Frank Larken, C.M.G., R.N., Baron Profumo, K.C.

The Benchers present in addition to the Treasurer were: Mr. C. A. Russell, K.C., Mr. T. Terrell, K.C., The Right Hon. Sir Plunket Barton, Bart., Mr. Herbert F. Manisty, K.C., Mr. Edward Clayton, K.C., Mr. Arthur Gill, The Right Hon. Lord Justice Atkin, Sir Montagu Sharpe, K.C., The Hon. Mr. Justice Greer, His Honour Judge Ivor Bowen, K.C., Mr. R. E. Dummett, Mr. Courthope Wilson, K.C., Mr. G. D. Keogh, Mr. Bernard Campion, K.C., Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., with the Chaplain (The Rev. W. R. Matthews, D.D.), and the Under-Treasurer (Mr. D. W. Douthwaite).

Law Society's School of Law.

A successful dance was held on Friday the 8th inst., in the Members' Common Room, lent for the occasion by the Council of the Law Society. Those present numbered over 300. Supper was served in the Library. The music was supplied by Jack Hylton's Band.

City Law Club.

The City Law Club held a dinner at Claridge's. on Tuesday evening, Mr. M. F. Monier-Williams presided, and the following members were present:—

Sir W. H. Leese, Mr. H. L. Addison, Mr. J. G. Bristow, Mr. P. D. Botterell, C.B.E., Mr. C. A. Coward, Mr. L. B. Carslake, Mr. T. G. Cowan, Mr. F. Druce, Mr. B. H. Drake, Mr. P. M. Evans, Mr. H. Gibson, Mr. D. T. Garrett, Mr. A. S. Jecks, Mr. H. Janson, Mr. C. G. Kekewich, Mr. C. Mackintosh, Mr. W. Morris, Mr. A. E. Messer, Mr. W. P. Norton, Mr. W. T. Prideaux, Mr. I. G. B. Perry, Mr. G. Slade, Mr. E. T. M. Teesdale, Mr. M. E. Turner, Mr. R. M. Welsford (Treasurer and Secretary), and Mr. T. W. Bischoff.

The distinguished guests included: Lord Revelstoke, Lord Dunedin, P.C., Mr. Justice Astbury, Mr. Justice Roche, Sir John Denison Pender, Sir William Plender, Bt., Sir John Ferguson, Brig.-General Arthur Maxwell, Sir Charles Addis, Sir Wemyss Grant Wilson, Sir Robert Kindersley, Sir Edward Davson, Mr. Macauley Booth, Mr. C. M. Pitman, K.C., Mr. A. H. Campbell, Mr. Gipps Hamilton, Mr. P. G. Mackinnon, Mr. W. W. Paine and Brig.-General Gerard Christian.

Incorporated Accountants.

The Annual Meeting of the Society of Incorporated Accountants and Auditors was held at the Cordwainers Hall, Cannon Street, London, E.C., on Tuesday last. The Report of the Council showed that on December 31st, 1924, the Society's Roll contained 4,186 members, and that in 1924, 1,457 candidates sat for the examinations, of whom 888 passed. The Society's Gold Medal for 1924 has been awarded to Mr. Ernest Long, Carlisle, and the Silver Medal to Mr. Albert Berina Sturgess, London. The Council elected as Honorary Members of the Society Sir Josiah Charles Stamp, G.B.E., D.Sc., Examiner to the Society in Economics and Statistics, and Sir Malcolm Graham Ramsay, K.C.B., Comptroller and Auditor-General. The Report referred to the activities of the Society at Home and in the British Dominions, and to such current questions as National Debt and Taxation, Bankruptcy Law Reform and Company Law Amendment. The funds at the close of the year exceeded £18,500, exclusive of approximately £7,000 for Benevolent Fund purposes.

Miscellanea.

The firms of Messrs. Church, Adams, Prior and Balmer, and Messrs. Tatham & Proctor have amalgamated as from 1st April 1925, and the united businesses will be carried on by Messrs. Gilbert M. Prior, Arthur Balmer, Ralph P. Tatham and Eric Walter Bell, under the style of "Messrs. Church, Adams Tatham & Co.," at 11 Bedford Row, W.C.1, and 22 Red Lion Square, W.C.1. Mr. Foster Wilfred Proctor has retired from practice as from 1st April 1925.

Messrs. Williams & James, of Norfolk House, Embankment, W.C.2, have taken into partnership Mr. MILES BEEROR, the son of Mr. Rowland Beeror. The name of the firm will remain unaltered.

Mr. Wilfred H. Godfrey, practising at No. 10 Gray's Inn Square, W.C.1, as Godfrey & Godfrey, has taken into partnership Mr. G. B. BURKE, LL.B., London. The name of the firm will remain unchanged.

Mr. Percy Umney, the surviving member of the firm of Messrs. Percy Umney & Scorer, of No. 16 The Green, Richmond (Surrey), has taken into partnership Mr. JOHN HINTON BURDON who has for some time been connected with the firm. The practice will be carried on under the style of "Percy Umney, Scorer & Burdon."

Messrs. J. A. Eddison and A. E. Collins (Messrs. Powell, Son & Eddison) of Harrogate and Knaresborough, have taken into partnership Mr. HENRY FREEMAN, of Harrogate. The name of the firm will remain unchanged.

Mr. HORACE OWEN DRIVER, will in future carry on the practice of the late Mr. G. Gale Thomas J.P., decd., under the style of "Messrs Gale, Thomas & Son, at 1 Tanfield Court, Temple.

Legal News.

Information Required.

The advertiser wishes to get in touch with the firm of solicitors who advertised in a London paper for relatives of **Cole** *née* **Curd**. Kindly reply to T.W.B., 29 Fordel Road, Catford, S.E.6.

Appointments.

[Information intended for insertion in the current issue should reach us no later than Thursday morning.]

The Lord Chancellor has appointed Mr. ALBERT GIBSON RIVINGTON, a Solicitor of the Supreme Court, to be a Master of the Supreme Court (Taxing Office) in the place of Master Granville-Smith, deceased.

The Chancellor of the Duchy of Lancaster has appointed Mr. THOMAS BOWES LEIGH, to be Judge of the County Courts on Circuit No. 8 (Manchester), in place of the late Judge Mellor, K.C. Mr. Leigh is a well-known barrister on the Northern Circuit. He was called to the Bar by the Middle Temple in 1901, and was appointed Recorder for Burnley in 1922. He has been acting for some time as a deputy-judge on the circuit.

Sir HENRY STROTHER CAUTLEY, K.C., Mr. JOHN MAHAN GOVER, K.C., Mr. CHAS. EDWARD DYER, K.C. and Mr. JOHN BRUCE WILLIAMSON, K.C., have been elected Masters of the Bench of the Middle Temple.

Mr. JOHN SACKVILLE BELL, Solicitor, of Kingston-on-Thames, has been appointed Registrar of the Kingston County Court (in succession to the late Mr. F. J. Bell, deceased). He was admitted in 1900. Mr. Bell has also been appointed Clerk to the Kingston Borough Justices.

Mr. MARK J. FLETCHER, solicitor, Northwich, has been appointed Clerk to the Justices of the Petty Sessional Division of Northwich, in succession to the late Mr. Chas. E. Newell, deceased, who held the position for nearly 30 years. Mr. Fletcher was admitted in 1909.

Deaths.

[Notices intended for insertion in the current issue should reach us on Thursday morning.]

ANDERTON.—At Malvern, Annie Maria, wife of the late Henry Lyon Anderton, Caius College, Cambridge, and Inner Temple, barrister-at-law, and of Cleckheaton.

ARRINDELL.—On the 6th inst., in London, Cecil May Arrindell, barrister-at-law, Cawnpore, aged sixty-one.

HASTIE.—On the 12th inst., at 62 Ennismore Gardens, Arthur Hepburn Hastie, of Lincoln's Inn Fields, solicitor, aged sixty-nine.

JAMESON.—On the 10th inst., suddenly, at 19 Rosary-gardens, South Kensington, Harvey Jameson, solicitor, late of Chippenham, aged 45.

SAMUELS.—On the 11th inst., at La Croix, France, the Rt. Hon. Arthur Samuels, late Attorney-General and Justice of King's Bench, Ireland, formerly M.P. for Trinity College, Dublin, aged seventy-three.

Wills and Bequests.

Mr. Harry Edward Homan (67), of Barry-road, East Dulwich, S.E., solicitor, left estate of the gross value of £1,758.

Mr. Henry Muskett Yetts (85), of Hill Crest, Birdhurst-road, Croydon, Surrey, solicitor, left property of the gross value of £34,444.

Mr. Charles Henry Theodore Wharton, of Clanricarde Mansions, W., and of John-street, W.C., solicitor, left estate of the gross value of £16,437.

Mr. John William Frederick Jacques (63), of College-street, Burnham, Somersetshire, solicitor, left estate of the gross value of £2,476.

Sir Francis Nugent Greer, K.C.B., K.C., Third Parliamentary Counsel to The Treasury, left estate of the gross value of £2,384.

Mr. David Llewellyn Treharne, of Pentre, Rhondda, Glam., solicitor, who died on December 15 last, left estate of the gross value of £57,710.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement. Thursday, 21st May, 1925.

	Middle Price. 13th May	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 2½%	56⅛	4 8 6	—
War Loan 5% 1929-47	99 1/16	5 0 0	5 0 6
War Loan 4½% 1925-45	95⅝	4 14 0	4 16 6
War Loan 4% (Tax free) 1929-42	99½	4 0 0	4 0 0
War Loan 3½% 1st March 1928	96½	3 12 6	4 19 0
Funding 4% Loan 1960-90	87¼	4 11 6	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 36 years	9[illegible]⅜	4 7 0	4 9 0
Conversion 4½% Loan 1940-44	97 1/16	4 13 0	4 15 0
Conversion 3½% Loan 1961	76½	4 12 0	—
Local Loan 3% Stock 1921 or after	65½	4 12 0	—
Bank Stock	252½	4 15 0	—
India 4½% 1940-55	88xd	5 2 0	5 5 0
India 3½%	67⅝	5 3 6	—
India 3%	58⅜	5 3 0	—
Sudan 4½% 1939-73	94½	4 15 0	4 16 6
Sudan 4% 1974	86	4 13 0	4 15 0
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	80¾	3 14 6	4 10 0
Colonial Securities.			
Canada 3% 1938	82½	3 13 0	4 18 0
Cape of Good Hope 4% 1916-36	91½	4 7 6	4 18 6
Cape of Good Hope 3½% 1929-42	79½	4 8 0	4 18 0
Commonwealth of Australia 4½% 1940-60	99½	4 16 6	4 18 0
Jamaica 4½% 1941-71	95½	4 14 6	4 15 6
Natal 4% 1937	91½	4 7 6	4 18 0
New South Wales 4½% 1935-45	94½	4 15 6	4 17 6
New South Wales 4% 1942-62	84⅞	4 14 6	4 15 0
New Zealand 4½% 1944	96	4 14 0	4 16 6
New Zealand 4% 1929	95½	4 4 0	5 2 0
Queensland 3½% 1945	78	4 10 0	5 3 6
South Africa 4% 1943-63	87¾	4 11 6	4 13 0
S. Australia 3½% 1926-36	86½	4 1 6	5 4 0
Tasmania 3½% 1920-40	83½	4 3 6	5 10 6
Victoria 4% 1940-60	86½	4 12 0	4 13 6
W. Australia 4½% 1935-65	94	4 16 0	4 16 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	65	4 12 0	—
Bristol 3½% 1925-65	76½	4 11 0	4 16 0
Cardiff 3½% 1935	80½	3 18 6	5 0 0
Croydon 3% 1940-60	68¼	4 8 0	4 18 0
Glasgow 2½% 1925-40	76½xd	3 5 6	4 12 0
Hull 3½% 1925-55	78½	4 9 0	4 17 0
Liverpool 3½% on or after 1942 at option of Corpn.	76½	4 11 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	55½xd	4 10 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64½xd	4 13 0	—
Manchester 3% on or after 1941	65½	4 11 6	—
Metropolitan Water Board 3% 'A' 1963-2003	64	4 13 6	4 14 6
Metropolitan Water Board 3% 'B' 1934-2003	65	4 12 0	4 12 0
Middlesex C.C. 3½% 1927-47	81½	4 6 0	4 19 0
Newcastle 3½% irredeemable	75½	4 13 0	—
Nottingham 3% irredeemable	64½	4 13 0	—
Plymouth 3% 1920-60	68¾	4 7 6	4 17 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84½	4 15 0	—
Gt. Western Rly. 5% Rent Charge	101½	4 18 6	—
Gt. Western Rly. 5% Preference	98½	5 2 0	—
L. North Eastern Rly. 4% Debenture	80⅝	4 19 0	—
L. North Eastern Rly. 4% Guaranteed	79¼	5 1 0	—
L. North Eastern Rly. 4% 1st Preference	73	5 9 0	—
L. Mid. & Scot. Rly. 4% Debenture	83	4 16 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	80½	4 19 6	—
L. Mid. & Scot. Rly. 4% Preference	75½	5 6 0	—
Southern Railway 4% Debenture	82½	4 17 0	—
Southern Railway 5% Guaranteed	99½	5 0 6	—
Southern Railway 5% Preference	95	5 5 0	—

Obituary.

[Notices intended for insertion in the current issue should reach us on Thursday morning.]

Sir Prior Goldney.

Sir (Gabriel) Prior Goldney, Bart., C.B., C. V.O., Barrister-at-Law, died early on the 4th inst., after a sudden illness, at his residence, Derriads, Chippenham, in his eighty-second year. The Goldney family has been associated with Chippenham since the fifteenth century, when one of them was appointed keeper of the King's park at Abberley, Worcester. They are mentioned in charters of Queen Mary and Queen Elizabeth, and were early connected with the cloth trade of Chippenham, which town the first baronet, Sir Prior's father, represented in Parliament. Henry Goldney, M.P. for Chippenham in 1553, obtained the charter for the incorporation of the borough from Queen Mary, and was appointed the first bayliff of the town, an annual office which has been held by his descendants from father to son in each generation. Sir Prior was educated at Harrow and Exeter College, Oxford. He was called to the Bar by the Inner Temple in 1867, and in 1875 sat as a Commissioner to inquire into corrupt practices at Norwich. He was Recorder of Helston and then of Poole from 1876 to 1882, when he was appointed Remembrancer of the City of London, an office he held till 1902. Sir Prior was formerly captain and hon. major Royal Wilts Yeomanry, and was High Sheriff of Wilts in 1906.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 1	Mr. Justice Eve.	Mr. Justice Romer.
Monday May 18	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 19	More	Hicks Beach	Bloxam	Hicks Beach
Wednesday 20	Synge	Jolly	Hicks Beach	Bloxam
Thursday . 21	Ritchie	More	Bloxam	Hicks Beach
Friday 22	Bloxam	Synge	Hicks Beach	Bloxam
Saturday .. 23	Hicks Beach	Ritchie	Bloxam	Hicks Beach

Date.	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday May 18	Mr. Synge	Mr. Ritchie	Mr. More	Mr. Jolly
Tuesday .. 19	Ritchie	Synge	Jolly	More
Wednesday 20	Synge	Ritchie	More	Jolly
Thursday . 21	Ritchie	Synge	Jolly	More
Friday 22	Synge	Ritchie	More	Jolly
Saturday .. 23	Ritchie	Synge	Jolly	More

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

Easter Sittings, 1925.

Continued from page 532.

Alliance Bank of Simla ld (ordered on Oct 21, 1924, to stand over generally—liberty to restore)
City Life Assce Co ld (ordered on Nov 13, 1924, to stand over generally) (retained by Mr. Justice Eve)
Direct Fish Supplies ld (appln of H E Warner) (ordered on Feb 3, 1925, to stand over generally)
Planet Arcturus Gold Mines ld (ordered on March 31, 1925, to stand over generally—liberty to restore)
Fredk Rumble ld (with witnesses)
Century Trust ld (with witnesses)
Sanders, Rehders & Co ld (with witnesses)
City of London Insce Co ld (with witnesses)
City Life Assce Co ld (with witnesses)
Gwynne & Co ld (with witnesses)
London County Commercial Reinsurance Office ld (with witnesses)
City Equitable Fire Insce Co ld
French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3, 1923, to stand over generally)
Economic Building Corpn ld (ordered on July 3, 1923, to stand over generally)
Dogliani Dawson & Co ld Anderson v Dogliani Dawson & Co ld (with witnesses)
National Bank ld v Hayward & ors

Before Mr. Justice Astbury.

Retained Matters.

Adjourned Summons.

Re Bax, dec Bax v Bax

Motion.

Gordon & Wilson v A E R ld

Causes for Trial.

(With Witnesses).

Lanston Monotype Corpn ld v Slattery (fixed for April 21)
Cooper v Kirk (fixed for April 29)
Lamb v Wilks (not before Michaelmas)
Kirkaldy v Foster (s.o. until after filing of depositions)
Hadcock v Thurlow
Neagle v James Burness & Sons
Bonarius v Broomfield
Re Norwich Union Life Assce Policy Joakimidis v Hartcup
The Still Engine Co ld v Palmer's Shipbuilding and Iron Co ld
Martineau v Jackson
Norton & Gregory ld v Wilson
Beale v Parker

Negretti & Zambra v Stanley & Co ld
Swansea Power Haulage Co ld v Joseph
Owen v Owen
Bateman v Huggins
Brookes v Over
Robbins v Taylor
Re Clayton, dec Rowe v Harris
Earl of Eldon v Wise
Small v The Halden Estates
R Lehmann & Co ld v David Greig
Jones v Thomas
Coukdrey v Bardsley
Welby v Grey
Shoenfeld v Vaughan
Harwicke v Snazelle
Cross v Morris
Cartwright v Coventry Radiator Co
Re Rhodes, dec Catterall v Rhodes
Eke v Madden
Re Boughton, dec Boughton v Boughton
Loader v Moseley
Charles Webster ld v Brown & Tawse ld
Lowe v The British Oak Insce Co ld
Turner v Bacon
Kelly's Directories ld v
Hahn v Public Trustee
Re Bowker, dec Gordon v Bowden
Booth v Booth
Sanders v Barrett
Emmerson v Scott Elder
Barton v Ford
Tippett v Nicholson
Jaffa v Weinbaum
J Hey & Co ld v Ellis Ackroyd ld
Purkis v Purkis
Bush v Duplock
Goold v Power
Ash v James
Boret v Eldridge
Blake v Fluke
Webb v Ball
The Legal & General Assce Soc ld v Harries-Jones
Clark v Davies
Greenup v Jones
Fennell v Mayor, &c. of East Ham

Before Mr. Justice LAWRENCE.

Retained Matters.
Causes for Trial.
(With Witnesses.)

Tickner v Mash (pt. hd.)
Arbib v Arbib (pt. hd.)
Re Morson, dec Morson v Buxton
Hanbury v Chance
Re Stephens, dec Attorney-Gen v Finchley U D C
Re Field, dec Sanderson v Young
Sampson v Young
Salomonsen v Hansen
Re Roberts, dec Midgley v Turner
Hill v Hammond
Jones v Owen
Kettering U D C v Mitchell

Further Consideration.

The Republic of Columbia v Cliffe

Adjourned Summonses.

Re Welsh Hospital Netley Fund Thomas v Attorney-Gen
Re A P S Davies, dec Scourfield v Davies
Re Gilbert, dec Crisp v Parker
Cuff v Hardy
Re Moore, dec Day v Zabell
Re Greenwood, dec Marians v Greenwood
Re Trevor's Settlement Welman v Trevor
Re Rose, dec Public Trustee v Webb
Re Parks, dec Cooke v Parkes
Re Howell, dec Inskip v Hayes
Boret v Eldridge
Re Bond, dec Public Trustee v Bond
Re Cameron's Settlement Norman v Cameron
Re Gotelee, dec Gotelee v Gotelee
Re Frampton Parker v Frampton
Re S C & P Harding ld Hill v Harding
Re Lock, dec Kay v Lock
Re Pirie, dec Smailes v Skerry
Re Eaton, dec Jepson v Eaton

Before Mr. Justice RUSSELL.

Retained Causes for Trial.
(With Witnesses.)

Wallenberg v Lever Bros ld (pt hd)
Aktiebolaget Malarebanken v Same (pt hd)
Webster Bros ld v Beach
East Riding of Yorkshire County Council v Selby Bridge Proprietors
Stockdale v Barclays Bank
Re Sassoon Fraser v Ezra
Harrow-on-the-Hill U D C v Wreathall
Gill v Mackie

Further Considerations.

Hadaker v Brown (fur con)
Stanley v Whitehead (fur con)

Adjourned Summonses.

Re Berens Holland v Berens-Dowdeswell
Re Morgan Public Trustee v Attorney-Gen
Re Grindon Elverston v Attorney-Gen (restored)
Re Ashcroft Jackson v Ashcroft
Re J McGregor dec Public Trustee v McGregor
Re Evans Campbell v Ferguson
Re Jenner Cox v Jenner
Re C Richards Richards v Richards
Re Sinclair Summersell v Sinclair
Re Mieville Marshall Hall v Mieville
Re Stewart Public Trustee v Stewart
Re E T Chitty Chitty v Chitty
Re Amalgamated Marine Workers' Union Trusts Williams & anr v Cotter
Re Northcliffe Arnholz v Hudson
Re Spencer Keith v Geological Soc (not before May 1)
Re Barker Foster v Frost
Re Clutterbuck Raikes v Clutterbuck
Re Long Ferrebee v Clarke
Re Lyle Public Trustee v Lyle
Re Kreyer Karuth v Kreyer
Re Harrison & Wife & Re Married Women's Property Act (restd.)
Re Dudman Dudman v Dudman
Re Day Renshaw v Ford
Re Sir Percy Scott Wood v Scott
Re Fieldwick Barstow v Barstow
Re Beale Collier v Moulder
Re Denby Robinson v Allen
Re Humberston Pennant v Humberston
Re Pannett Warters v Attorney-Gen
Re Brewis Walton v Seward
Re Croydon Tramways Co Agreement Newnham v Attorney-Gen
Re Hibbard Hibbard v Bates
Re O'Reilly Public Trustee v Beresford
Re Naylor Drayton v Drayton
Re Kershaw Bradley v Popplewton (not before May 1)
Re Lawton, dec Dean v Mayer
Re G J Harrison Benson v Benson
Re Thornton Jones Conway v Thornton Jones

Before Mr. Justice ROMER.

Retained Matters.

Adjourned Summonses.

Re Miller, dec Miller v Miller
Re Pullin, dec Pullin v Pullin
Re Rhodes, dec Rhodes v Rhodes
Rialto Cinemas ld v Wolfe

Causes for Trial.
With Witnesses.

Disque Cabinet Co ld v Kingfisher ld (restored) (fixed for April 22)
Pyx Granite Co ld v Malvern Hills Conservatories (fixed for April 23)
Kearns v George Richards & Co ld (not before April 28)
Nathan v Nathan (s.o. until hearing of K.B. action)
Barnato v Joel
Teniers v Century Trust ld Re The Cos. (C) Act 1908 & re Century Trust ld (fixed for May 4)
Arthur du Cros v The Dunlop Rubber Co (fixed for May 12)
Alfred du Cros v Same (fixed for May 12)
George du Cros v Same (fixed for May 12)
Hydraulic Gears ld v Harfield & Co ld (s.o. till after filing of depositions)
Godfrey v Hancox & Co (Engineers) ld
Hastie v Industrial Minerals ld
Horsfall v Oates (Thornton) ld
Sargant v McReynolds
Tempest v Ford Ford v Tempest
Re Cos. (C) Act 1908 & re The City of London Insce Co ld (with witnesses not before May 1)
Rankin v Merchant
Re Thomson Thomson v. Thomson
Hopkin v Thomas
J L Sacks ld v Butt
Re Cos (C) Act 1908 & re Sanders, Rehders & Co ld (with witnesses)
The Nat Bank ld v Hayward
Streete v Teek
C Semon & Co ld v Redfern ld & ors
Appleyard v Jones
Stamp v Stamp
The Ashington Industrial Co-operative Soc ld v Craigs
The Dunlop Rubber Co ld v Du Cros & ors
Same v Same
Same v Same
Same v Same
Same v Ormrod
Same v Same (not before May 12)
Gough v Gough
Taylor v Martin
Ballard v Bennett
Ashburnham v Thomas
Short v Borough of Poole
Re Leigh, dec & re Reffitt, dec Parr v Reffitt
Anglia Films ld v Francis Hyndman
Re Cos (C) Act 1908 & re City Life Assce Co ld (with witnesses)
Re Cos (C) Act 1908 & re Gwynne & Co ld (with witnesses)
The United Counties Omnibus & Road Transport Co ld v The Mayor, &c of Northampton
Rutter v King
Carroll v Siddall & Hilton ld
Mattar v United General Commercial Insce Corpn ld
Re Blind Aid Soc &c Beachcroft v Blackburn
Mousley v Johnson
Re Leoni's Trusts & re The Trustee Act 1893 Henmann v Hartley
Robertshaw v The Howden Clough Collieries ld
Dangerfield v Page
Bodenham v Cory-Jones (not before Michaelmas)
Sadler v Herb
Hunter v Griffith
Santamaria v Brandon
The Gloucester Model Laundry ld v Warman
Cowens v Nouvelle
Roper v Smith
Campion v Frost
Campion v Abbott
Kinsman v Evans
Winter v Payer
Pickett v Pickett
Stott v The Oddfellows' Hull Permanent Building Soc
Wigram v Truman
Perpetual Publicity Co ld v James
Re Trade Marks Act, 1905 re Trade Marks, Nos. 429,516 and 429,517 v The American Bosch Magneto Corpn (with witnesses)
Aman v The King
Baulch v Good
Tungstalite ld v Raymond
Wright v Mainprize
Parson v International Tea Co's Stores ld
McDermott v Davis
Strauss v Greater Britain Products Development Co ld
Barnett v L Sherwood ld
Bennison v Westcott
O'Hanlon v Westcott
Moss v Haywood
Commercial Solvents Corpn v Synthetic Products Co ld

Before Mr. Justice TOMLIN.

Adjourned Summonses.

Re Westmoreland's Patent & re Patents & Designs Acts, 1907 to 1919
Re Argyll's Patent & re Patents & Designs Acts, 1907 to 1919.
Re Ernest Van Putten's Patent & re Patents and Designs Acts, 1907 to 1919
Re Morison's Patent & re Patents and Designs Acts, 1907 to 1919
Re McNab's Patent & re Patents and Designs Acts, 1907 to 1919

Petitions.

Re M Briant Wallis v Briant
Re Dickson's Patent, No. 20,558 of 1909 (fixed 23 June)

Retained Matters.

Procedure Summons.

Harding v Mellor pt. hd. (s.o.g.)

Adjourned Summonses.

Re Northcliffe, dec Arnholz v Hudson (for leave to pay legacies)
Re Morris Burrows v Morris (with witnesses)
Re Adams Brendon v Brendon (s.o. to come on with action)
Re Henderson's Settlement Public Trustee v Henderson
Re Parkhurst Graham v Hart

Causes for Trial.
(With Witnesses.)

The British Thomson-Houston Co ld v Commercial Electric Co ld
Same v Adair
Christchurch Parochial Church Council v Druitt & ors

Paulin v Foster
Smith v Ashby
Sansby v Wootton
Alexander v Gladwell
Perry v Clarkson
Naamlooze Vennootschap Ultrachtsche Asphaltfabrik Voorheen Firma Stein & Takken v Herrod re Trade Mark, No. 434,700 & re Trade Marks Acts
Re Sherrard Pritchard v Sherrard
Re Gray Trotter v Berens
Legal & Gen Assce Soc ld v Shirreff & ors
Laughlin v Overett
Lomax v Cotes
Re J H Boydell Boydell v Boydell
Grobel v Barrett
Dixon v Henchley
Fried v The Administrator of Austrian Property
R M Hastings & co ld v Cowell
Parfumerie Houbigant v Associated Perfumerers ld
Higginson v Byman
Same v same
Wright v Priest
Newcastle Corpn v Mico ld
Stonehewer v Houghtons
Webb v Melksham U.D.C.
Capital & Counties Investment Trust ld v Omnium Oil Development Co
Staples v Coatman
Keighley v Keighley
Mumford v Deacon
Dressler v Nichols
Falk, Stadelmann & Co ld v Electrolite ld
Carruthers v Turnor
Smith v Yule Calto & Co ld
Bobby & Co ld v Norton
Heaven v Porter
Iles v Iles
Rajawella Produce Co v Gray
The London County Council v Hutter
Schuler v Fleming
Collard v Collard
Hinde v Hinde
Derry v Ingram
Abrahams v The Clerkenwell Smelting Co ld
Westminster v Cross
Sartoris v Jarvis
S Symonds & Co ld v Milgrom
Quickways ld v Eclipse Novelties ld
Re R W Wood Wood v Wood
Jacqueline Frères ld v F Schutze & Co ld
Gestetner v Kado
Re Lear Lear v Lear
Re Pauley Gibbard v Wenham
Houghton v Landman
Hall v Rutledge

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, pending 8th April, 1925.

Re a Debtor (No. 37 of 1924) Expte The Debtor v The Petitioning Creditor & The Official Receiver adjd appl from the County Court of Kent (Canterbury).
Re a Debtor (No. 140 of 1924) Expte The Petitioning Creditor v Debtor appl from the County Court of Sussex (Brighton) pt. hd.
Re Same (No. 140 of 1924) Expte The Petitioning Creditor (cross-appl.)
Re a Debtor (No. 9 of 1924) Expte The Debtor v The Petitioning Creditor and The Official Receiver appl from the County Court of Kent (Maidstone)
Re Levin Expte The Bankrupt v A J Adams, The Trustee & W T Hill appl from the County Court of Lancashire (Manchester)
Re Bloom Expte W Levy v A T Eaves, The Trustee appl from the County Court of Lancashire (Manchester)

Motions in Bankruptcy.

for hearing before the Judge, pending 8th April, 1925.

Re Cohen Expte W H W Greenslade, The Trustee v S Cohen & Co ld & S Cohen
Re Collins Expte F S Salaman, The Trustee v F H Jameson
Re Wein Expte S P Child, the Trustee v A Kosky
Re Winegarten Expte C R Beeby, the Trustee v D Olswang
Re Pullar Expte D Lewis, the Trustee v H J Pullar
Re Cave Expte A E Quaife, the Trustee v Baker
Re Nugent Expte C H Heddon to review Taxing Master's Certificate.
Re Rudd Expte F S Salaman, The Trustee v Soames, Edward & Jones
Re Patrick Expte appln Deed of Arrangement Act (referred to the Judge under Rule 20)
Re Dick Expte The Official Receiver (Trustee) v Mrs. Dick

EASTER SITTINGS, 1925.

Crown Paper.

For Hearing.

The King v Special Commrs for Income Tax (expte College of Estate Management)
The King v Special Commrs of Income Tax (expte Ecclesiastical Commrs)
The King v Commrs of Sewers for Lincoln (expte Stephenson)
The King v Same (expte Stephenson)
Wing v Pickering
The King v Minister of Health (expte Aldridge)
Hannant v Gray
Haycock v Joel
Balfour, Beatty & Co ld v West Kent Main Sewerage Board
Slaytor v Assessment Committee of Newcastle-upon-Tyne & ors
Bannister v Wyles
Conn & ors v Turnbull
Keely v Stevens
In the matter of a Solicitor and In the matter of a Solicitor and in the matter of an Unqualified Person (expte Law Society)
Fisher v Hovis Bread ld
Jackson v Tanton & anr
Taft v Hammersley
Williams v Gethin
Gurney v Payne
Paignton UDC v Pope & ors
Bridges v Griffin
Westminster Gazette ld v Bell
Bramwell v Falgate
Newtownards UDC v Perry & Co (Bow) ld
The King v Wright, Esq & ors, JJ of Norfolk (expte Davidson)
Rush v Morley
Lewis v Edwards
White v Robertson
Rooke v Harris
Irwin v Barker
Pickering v Derham
E C Host ld v Israel
Saint v Hockley
Adams v Gallaway
Same v Same
Same v Same
The King v Special Commrs of Income Tax (expte Peel Mills ld)
Thompson v Nuttall
The King v Governor of Maidstone Prison (expte Maguire)
The King v Special Commrs of Income Tax (expte Headmasters' Conference)
The King v Same (expte Incorporated Association of Preparatory Schools)
The King v Same (expte English Crown Spelter Co ld)
Child v Great Eastern Dairy Co ld
Jeffrey v Oliver
Plant v Raybould

Civil Paper.

For Argument.

Jeevanjee v Board of Trade
Grenfell v G P Syndicate ld
Balls v Balls (Kingston-upon-Thames County Court)
Ffennell v Rose
Britain & Overseas Trading Co ld v Flesch
Cunniffe v The Long Eaton U D C (Derby and Long Eaton County Court)
West London Property Corporation ld v Block & ors (Marylebone County Court)
Langley v Woods (Brentford County Court)
Pollak v Campbell & ors
Vinolio Co ld v Noble (Southend-on-Sea County Court)
Platts v Robinson (Scarborough County Court)
Quickfall v McCan (Great Grimsby County Court)
Lavigne v Colbran (Westminster County Court)
Clarkson v Kelly
Brooks v Amery & anr (Newton Abbot County Court)
Williams v R J Thomas & Co ld (Holyhead County Court)
Brydon v Mortimer (Birmingham County Court)
Fox v Curzon (Westminster County Court)
Wagstaff v Samuel Allsopp & Sons ld (Mayor's & City of London County Court)
Wright v Simson & anr (Mayor's & City of London County Court)
Donn & anr v Terrington & ors
Camden Works ld v Winters (Croydon County Court)
Tucker v Beard & ors (Barnstaple County Court.
Hyman v Stewart (Sheffield County Court)
Waring & Gillow ld v Greenwood (Bloomsbury County Court)
Bradley v Richardson (Wandsworth County Court)
Rebee v Torra & Wife (Westminster County Court)
D Gestetner ld v Goodman (Leeds County Court)
Lapthorne v Owen (Plymouth County Court)
Blashchmidt v Rainsbury (Mayor's & City of London Court)
Gidden v Mills (Bloomsbury County Court)
Wise v Sedgley U D C (Dudley County Court)
Cleeves Western Valleys Anthracite Collieries ld v Waddell & Co ld
Bevington v Perks (Bell Assce Soc, third party) (Birmingham County Court)
Bambridge v Corsdon (Lambeth County Court)
White v Cocks (St. Albans County Court)
Brilliant Sign Co (1907) ld v Coy (Clerkenwell County Court)
Burkill v Morgan-Jones (Westminster County Court)
Benton v Campbell, Parker & Co. ld (Birmingham County Court)
Masters, &c. Apothecaries of London v Ashton (Nuneaton County Court)
Barber v Pratt (Luton County Court)
Burt v Schwier (Brighton County Court)
Gamble v Johnson (Loughborough County Court)
Wenborn & anr v Barton & Wife (Rochester County Court)
A W ld v Cooper & Hall ld (Bow County Court)
Curtis v Southern Ry Co (Croydon County Court) —
Leader & Wife v Varley (Kingston-upon-Hull County Court)
Freeborn v Leeming (Great Grimsby County Court).
Young v Russell (Marylebone County Court)
Betts v Hubert Dees ld (Croydon County Court)
Shaw & anr v White & ors
Knight v Woods & anr (Folkestone County Court)
White & anr v Pope (Marylebone County Court)
E M Dower & Co v Corrie, MacColl & Son ld
Ward v Sneiman (Bow County Court)
Parfitt v Feast (Greenwich County Court)
Edwards v Rimmer (Liverpool County Court)
Wagner v Union Cold Storage Co ld (Whitechapel County Court)
Board v Bourke (Marylebone County Court)
General Radio Co ld v Kear (Westminster County Court)
Harris v Smither (Bow County Court)
Collins & Collins v Plant
Jenkins & Co v Simon (Leeds County Court)
Robin v Guyster (Whitechapel County Court)
Smith v Pitt (Wandsworth County Court)
Hewitt & ors v Davies (Coventry County Court)
James v Reid (Bow County Court)
Hird v Smart & Sons
Rush v Matthews (Marylebone County Court)
Oates v Lancashire & General Assce Co ld
Godleman v Hill (Marylebone County Court)
Fox v White (Wandsworth County Court)
Gregson v Prior (Wandsworth County Court)
Nolan v Levin (Whitechapel County Court)
Magner v Irvine (Marylebone County Court)
McHutchison & Co v Bees ld
In re an Application by the Mayor, &c. of the Borough of Croydon for relief against the claim of Percy England & Robert Beresford Manser
Berney & ors v Edney (Exeter County Court)
Derek Manufacturing Co v Mennie (Bow County Court)
Burlinson v Parish (Dewsbury County Court)
Hughes & Son v Satchell (Kingston County Court)
Saunders v Higgs & Hill ld (Southwark County Court)
Durham County Farmers' Assoc ld v Parmley (Bishop Auckland County Court)
Leberman v Tabakoff (Clerkenwell County Court)

Special Paper.

Whinfield S.S. Co ld v Royal Commn on Wheat Supplies
Stroms Bruk Aktiebolag v The Ford Paper Works (1923) ld
Proctor, Garrett, Marston ld v Oakwin S.S. Co ld
Groby Granite Co ld v Patent Victoria Stone Co
Cayzer, Irvine & Co ld v Board of Trade
Price & anr v The King
Eagle Oil Transport Co ld & anr v Board of Trade
Portland S.S. Co ld v Charlton S.S. Co ld
William Wood & Sons (Hudd.) ld v Mungall & Wadsworth ld
Wilston S.S. Co ld v Andrew Weir & Co
Thurrock, Grays & Tilbury Joint Sewerage Board v Thames Land Co ld

Motions for Judgment.

Argonaut Marine Insce Co ld v Diaz & ors
Ecclesiastical Commrs for England v Coal & Iron Development Syndicate ld

REVENUE PAPER.

Cases Stated.

The Plymouth Mutual Co-operative and Industrial Soc ld and The Commrs of Inland Revenue
The Commrs of Inland Revenue and Engineering ld
The Charterland & General Exploration & Finance Co ld and The Commrs of Inland Revenue
E W Hill (H.M. Inspector of Taxes) and David Matthews
J F Grainger (H.M. Inspector of Taxes) and The Hon. Walter Constable Maxwell, Florens Mary Ursula Rock and Robert Lewin Hunter (Exors of The Hon Mrs H Maxwell, dec)
The Commrs of Inland Revenue and R J Marx
L J Martin and H G Lowry (H.M. Inspector of Taxes)
L J Martin and The Commrs of Inland Revenue

Death Duties—Showing Cause.

In the Matter of Arthur George Earl of Wilton, dec
In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec